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ABSTRACT

Several important issues relating to teachers and labor relations stood out in 1977-78. By the end of the year, a proposed merger between the two major teacher unions appeared remote. The National Education Association (NEA) added 100,000 members in 1977. The NEA lobbied in favor of legislation creating a separate Department of Education but the American Federation of Teachers (AFT) opposed it, and the bill died before congressional adjournment. The AFT fought against tax credits for private school tuition and proposed several options for dealing with reduction in force. Heading the list of developments in bargaining was the continuing pressure for citizen involvement. It was revealed that teacher salaries in states that have no public employee bargaining law on the books have risen faster than those in states with such laws. Economic issues remain number one on the minds of most teachers, followed by the issues of proper class assignment and class size. The tenure system was given a boost by two U.S. courts of appeals decisions. New federal legislation clarified pregnancy disability benefits. There were four major legislative actions affecting the relationship between public employers and teachers, including the Tennessee Education Professions Act and Wisconsin's limited right to strike amendment. Also included in the document are examples of union promotional material. (Author/JM)

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covering municipal, county, state, and federal developments

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SPECIAL REPORT
TEACHERS AND LABOR RELATIONS, 1977-1978

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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TABLE OF CONTENTS

Page

I. Introduction 41:203

II. Highlights and Summary 41:203

III. Teacher Organizing 41:204

A. National Education Association 41:204

B. American Federation of Teachers 41:214

IV. Strike Tabulation 41:223

V. Collective Bargaining and Negotiations 41:229

A. Approaches 41:230

B. Negotiators 41:232

C. Bargaining Units 41:233

D. Scope of Negotiations 41:233

VI. Contract Settlements 41:234

VII. Major Bargaining Issues 41:237

A. Salary Disputes 41:237

B. Class Assignments 41:237

C. Tenure 41:238

D. Constitutional Rights 41:239

E. Maternity Leave 41:240

VIII. Other Legal Developments 41:241

A. Residency Requirements 41:241

B. Strikes and the Courts 41:241

C. School Districts and Equal Employment Opportunity 41:241

D. Parochial Schools 41:241

E. Sunshine Laws 41:242

F. Agency Fees and Dues Checkoff 41:242

G. Educational Malpractice 41:243

H. Education for Handicapped Children 41:243

I. Licensing and Professional Standards 41:243

IX. Activities of State Employment Boards 41:244

X. State Legislative Developments 41:245

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INTRODUCTION

In last year's Special Report on Teachers and Labor Relations, RF 152,41:101 GERR *noted that school systems in all parts of the country faced pervasive and endemic fiscal problems. Those fiscal problems, punctuated by the fallout from Proposition 13 and the public's growing concern with taxes, were major reasons why the first week of school this year witnessed 35,000 teachers standing not in the classroom, but in the streets—on strike. The school year began with 73 teacher walkouts—almost double that of last year. While teacher work stoppages occurred in at least 16 states in early September, public attention inevitably focused on the number of large cities faced with teacher strikes, including Philadelphia, Cleveland, Dayton, Seattle, Tacoma, and New Orleans.*

This year's Special Report discusses teacher strikes and also the following subjects: teacher organizing activity, collective bargaining issues, contract settlements, legal issues and developments affecting teachers, state board activity, and state legislative enactments. The report covers these labor relations developments from September 1977 through the end of September 1978.

HIGHLIGHTS AND SUMMARY

Here are highlights of developments reported in this Special Report:

► When the year began, the heads of the two major teacher unions—the National Educational Association (NEA) and the American Federation of Teachers (AFT)—indicated a willingness to discuss the merger of their two organizations—but now that possibility appears remote, at best.

► NEA's membership increased 100,000 in 1977 after a loss of 200,000 members the year before. NEA attributed its increased strength to co-ordinated collective bargaining efforts.

► NEA lobbied in favor of legislation creating a separate Department of Education, while AFT opposed it; the bill (S.991) ultimately died in the last hectic hours before Congressional adjournment.

► The Federal Elections Commission, in its first major suit to enforce the federal election reform law, last year sued NEA for automatically deducting a $1 annual contribution from members' paychecks.

► AFT successfully fought against tax credits for private school tuition, after AFT president Shanker said that if the legislation passed, it would mean "the end of public education in this country as we know it."

► AFT proposed several options for dealing with the "number one bargaining issue in the country"—reductions in force. It suggested establishment of a seniority system, substitution of part-timers for full-timers on layoff lists, and a transfer of employees to other job categories.

► Heading the list of developments in bargaining was the continuing pressure for citizen involvement in the process.

► Teacher salaries in states that have no public employee bargaining law on the books have risen at a faster pace than those in states with such a bargaining law, according to a Public Service Research Council study.

► Economic issues remain number one on the minds of most teachers—followed by the issue of proper class assignments and class size.

► Tenure—as usual an issue of prime concern to teachers—was given a boost by two U.S. courts of appeals. The Seventh Circuit reinstated a lawsuit by a teacher who was to retire at age 65 under Illinois state tenure laws. And the Tenth Circuit found that a school district's failure to renew a tenured teacher's contract was unconstitutional, amounting to a "deprivation of property and liberty without due process of law."

► Legislation signed by President Carter that clarifies the issue of pregnancy disability benefits will probably significantly affect maternity leave policies for teachers—an area that generated an incredible amount of litigation during the last five years.

► In a ruling that will have major impact on teachers at parochial schools, the Supreme Court this fall will decide whether Catholic schools can be required to bargain with unions without violating the first amendment principle mandating separation of church and state.

► There were four major legislative actions affecting the basic relationship between public employers and teachers; including the enactment by Tennessee of the Education Professional Negotiations Act that extends organization, representation, and bargaining rights to public school teachers and the adoption by Wisconsin of a limited right-to-strike amendment to the state's bargaining act for municipal employees and teachers.

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TEACHER ORGANIZING

As usual, all the action in the teacher organizing field belonged to the two largest and most visible teacher organizations—the National Education Association (NEA) and the American Federation of Teachers (AFT).

To Merge or Not to Merge

When the year began, the heads of the two organizations indicated a willingness to sit down off the record and discuss the possible merger of their two organizations, which AFT considered "desirable" and NEA "unlikely."

But the colloquy on National Public Radio between NEA executive director Terry Herndon and AFT president Albert Shanker also documented the enormous rivalry between the two groups, both of which had lost substantial members in 1976-77 *(GERR 727:18)*.

In 1977-78, there were two significant developments involving local mergers. In Hawaii, members of the Hawaii Federation of Teachers, an AFT affiliate approved a "unity agreement" with the NEA's affiliate in Hawaii that removed HFT as challenger to the association's bargaining agent status *(GERR Special Report, 745:22)*. Although either HFT or the Hawaii State Teachers Association can terminate the pact, it still permits HFT to function as an AFT- and AFL-CIO-affiliated HSTA Labor Caucus within HSTA. Both sides said that Hawaii's 8,700 teachers will benefit from the unity agreement, following years of organizational strife *(GERR 758:23)*.

But in New Orleans, the United Teachers of New Orleans—a fully merged local of AFT/NEA—broke off ties with the latter. According to UTNO president Nat LeCour, the split was for purely financial reasons. UTNO had no complaints about the level of services that NEA provided; the affiliation was just too costly, he told BNA *(GERR 758:19)*.

TEACHER ORGANIZING—NEA

With more than 1.8 million members in 1978, the National Education Association is about four times as large as its rival, the American Federation of Teachers. Membership rolls were up from 1.7 million in 1977, after a loss of 200,000 members the previous year.

Sources at the Association attribute coordinated collective bargaining among affiliates to NEA's increased strength and better contracts. Unlike AFT, which is affiliated with the AFL-CIO and has its strength concentrated in large urban locals, the NEA, an independent organization, traditionally is spread out in smaller city, county, and rural school districts, although it has a number of large affiliates. The coordinated collective bargaining efforts among these affiliates left their mark during the 1977-78 school year.

Although NEA's effort to centralize bargaining operated under various names—coordinated, regional, coalition, or unified bargaining—it consistently sought to draw up common goals within a county or similar geographical region and applied the force of numbers to negotiate better and more uniform agreements. Structures in coordinating bargaining varied, depending on the type of liaison between the state affiliates and local associations, attitudes of local members, the level of sophistication of negotiations, bargaining history, state labor relations laws, and the reaction of school boards. Similarly, the extent to which local associations were ready to give up autonomy seemed to depend on the size of units, their political outlook, wealth of the school districts and—again—the state collective bargaining law.

In northern California, for example, a "cluster" of affiliates of the California Teachers Association in the East Bay area came through coordinated bargaining "very successfully," an NEA staffer told *GERR*. Five local associations settled their contracts incorporating all the agreed upon basic objectives including:

- Binding arbitration of grievances, with some slight modification of language from one district to another;
- Use of seniority as a primary factor in transfers, couched in flexible terms in the various districts;
- Basic economic gains in salaries and fringes and in the cost of living from the year before; and
- Specific provisions for preparation time for elementary teachers (a goal already obtained by secondary teachers) *(GERR 752:16)*.

The idea behind the coordinated effort was to bargain separately but not to settle unless priority goals were obtained, while still allowing for flexibility in language, NEA said. The associations had a "timeline" for settlement and were prepared to consider striking at the same time—and two ultimately did.

An ambitious coordinated attempt by NEA affiliates in Michigan, however, met with considerable opposition by the state association of school boards. Last fall, local Michigan affiliates worked to unify bargaining on a larger, regional basis, using more complex methods and stricter guidelines and setting up unified review boards to decide on area goals and to conduct job action investigations. But as of this spring, none of the school boards had agreed to the coordinated bargaining. The Michigan Association of School Boards formally challenged MEA's decertification of local agents and recertification of regional organizations, warning that boards and associations alike would lose local autonomy by going to a larger table.

Coordinated bargaining may have one of its best chances in Wisconsin, where a newly amended law could give the effort an unexpected boost. Under the revised teacher-municipal employee statute, a union can strike if parties decide to bypass mediation-arbitration (and a binding settlement) and if they withdraw their final offers. As a result, several school boards

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approached the Wisconsin Education Association Council and indicated an interest in coordinated bargaining—most likely to negotiate an alternative to med-arb in order to avoid whipsawing of arbitrated settlements within a region.

Prepaid Legal Plans

Prepaid and other legal service plans, regarded as one of the fringe benefits of the 80's by many unions, now cover about 14 percent of NEA's nationwide membership according to a recent survey *(GERR 747:25)*. Six of the 14 programs operate statewide—in California (2), Indiana, Maryland, Illinois, and Maine—and the other eight cover local education associations.

Size, cost, and coverage of the programs vary considerably, with some offering comprehensive, prepaid legal coverage and others offering only an attorney referral program. One NEA pilot in Michigan has been negotiated as an employer-financed fringe benefit although interest in such programs seems to be quite limited when the option of lower-priced lawyer services through group referral are available, the study found.

The NEA board of directors adopted a guideline for such an attorney referral program on a nationwide basis—contingent on individual state endorsements. The program will offer NEA members not currently covered by a group program access to attorneys who would agree to discount their usual legal fees. The program has been met with general enthusiasm, the study found, except in cases where better coverage has already been negotiated by local affiliates *(GERR Special Report 747:25)*.

Push for Separate Education Department

NEA, along with other public employee organizations—but in contrast to the views of AFT—testified last fall before Congress in favor of a bill (S. 991) to establish a cabinet-level Department of Education. The legislation ultimately died in the hectic last hours before congressional adjournment.

The present federal structure, with education functions "tucked in to the nooks and crannies of more than 40 federal departments, agencies and bureaus" is inefficient and ineffective, NEA President John Ryor told the Senate Governmental Affairs Committee. A separate department and a secretary of education would allow President Carter to fulfill his pre-election promise to NEA and "to hold one individual accountable for the more than $10 billion which the federal government spends on education."

AFT, on the other hand, is opposed to a separate Department of Education, largely because of the AFL-CIO affiliated union's close ties with the Department of Health, Education, and Welfare *(GERR 731:13)*.

Suit to Block Political Fund Checkoff

The Federal Elections Commission, in its first major suit to enforce the federal election reform law, last year sued NEA for automatically deducting a $1 annual political contribution from members' paychecks.

Eighteen state affiliates of NEA have the "reverse checkoff." Under the practice a contribution to NEA's Political Action Committee automatically is deducted from each member's paycheck along with union dues. Although members can have the money refunded if they do not want to contribute to NEA-PAC, the Elections Commission contends that the practice is illegal because it makes political contributions a condition of employment.

The suit, which is still pending in U.S. District Court for the District of Columbia, seeks to stop the practice, order past deductions returned to members, and assess a civil penalty of $10,000 against NEA *(GERR 730:14)*.

Following is a representative sampling of NEA organizing and promotional literature.

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How much damage is done to Bridgeport students each year when education and improvements in education are excluded from the budget? Bridgeport teachers, underpaid and frustrated year after year, are asked to continue "quality education" in the classroom without help and tangible back up by the system responsible for making education in Bridgeport. Shouldn't parents and taxpayers in Bridgeport move to change this shameful blight on the lives of our children?

Why do administrators and other school system non-teachers pay taxes, meet the rising cost-of-living rates, face increasing medical bills just like the rest of us in the community?

Don't teachers have to feed, clothe and educate their children, just like the rest of us?

Most taxpayers, most parents and most adult persons all remember that favorite teacher out of their past. That teacher was the Epitome of wisdom, fine taste and had a real concern for the student. The image never leaves; we always have it.

But what images do most teachers have of themselves? Teachers must think of themselves as persons that school boards and the community no longer respect. They are asked to pursue professional excellence in the classroom and yet, they are paid as if they are not really needed.

Teachers are blamed for low test scores when in fact, classes are growing larger and larger each year; supplies, materials and much needed new teaching programs are dwindling each year.

After three years of decreasing salaries, decreasing educational programs, and increased abuse from Mayor Mandanici, Bridgeport teachers have had enough. They are standing up for ther rights and for the rights of their students and the entire Bridgeport community needs to stand with them.

What about You? Take sides—your own—its your money too. These are your schools and the Mayor and the Board and the City Council are your elected officials.

DO SOMETHING TO HELP TEACHERS
TO HELP STUDENTS
TO HELP BRIDGEPORT
TODAY!

Source: "Why We Strike and Go to Jail?"
—Bridgeport Education Association

Facts You Should Know About The North Baltimore School Crisis

FACT NO. 1 North Baltimore schools are in a crisis! This entire controversy could have been avoided if the school board would have been willing to agree to put things in writing about the status of additional funds for school operation.

FACT NO. 2 School employees are committed to reaching a fair agreement with the school board that will avoid disputes like this in the future. Your school employees want a written procedure that spells out the way that salaries will be adjusted based on amount of dollars available.

FACT NO. 3 The school board already admits that the North Baltimore school district has an unwritten policy about the percentage of new money that goes for employee salaries. Why, then, is the board *unwilling* to put that policy in writing?

FACT NO. 4 The dispute is not about how high the salaries should be. Rather, it centers on the desire of school employees to negotiate a set of clear rules on how new money should be spent when it arrives in the district. It certainly does *not* involve any chance of putting the board into deficit spending. School employees want this district run efficiently and on a good fiscal basis.

FACT NO. 5 Teachers and other school employees want to sit down around the negotiations table and work out this problem with the school board. But, the board refuses to even meet. This problem certainly will not be resolved by a school board that is afraid of even talking about the issues.

FACT NO. 6 This is a system-wide problem. All but two school employees are staying away from school to show their deep concern for a board that won't listen to reason. Teachers . . . secretaries . . . bus drivers . . . cooks . . . and custodians are all in this together.

What can be done? The board *can* sit down and settle this problem in less than an hour. Yet, the board refuses to even meet with your school employees. In the meanwhile your schools are in chaos. There is *no* education taking place!

ISSUED AS A COMMUNITY SERVICE BY THE NORTH BALTIMORE EDUCATION ASSOCIATION

The Norfolk Teacher Strike.

You've been reading in the newspapers and hearing on radio and television what the teachers of Norfolk might do or might not do. There is talk that we might all get "sick" and disrupt the schools. There is talk that we might strike and close down the schools.

What we've done is try to talk to you about the biggest cut ever in your school budget. Mothers of special education children—the kids who know what "tough luck" really means—picketed City Hall to protest the cuts because they know how damaging to children these cuts will be. We joined them.

Saturday we staged the biggest "teach-in" this city has ever seen. Busloads of us visited all of you we could in your homes. Others of us tried to reach you in shopping centers. We'd like to be able to talk to every one of you personally. The school cuts are that serious. Maybe our ads will be as close as we get to some of you. Just remember, they're your schools; they're your children. We're going to be trying to get the message out to you.

That's what we've done. That's what we are going to do. We wish you would think more about what the city council will do or will not do at its meeting Wednesday evening at 8 p.m. at City Hall. What we the teachers do is not as important as what you the citizens do.

It's programs like the diagnostic center for children with special problems that are being cut, not teachers. It's reading, guidance, vocational training, career education, libraries, kindergartens, teaching materials. Tomorrow our ad will take these up in detail. Day after tomorrow is the kids' last chance. What can you do?

If nobody does anything, $2,600,000.00 will be cut from the School Board's budget proposal for next year. That's a lot of programs for kids.

Over the past five years school budget cuts have averaged about $1 million dollars a year. This year's cut alone is $2.6 million. If you prune a tree far enough back, you kill it.

Sign Up. If you can't get to City Council Wednesday night at 6 p.m., sign one of our petitions protesting the budget cuts. We'd like to take a few thousand signatures to City Council and let them know that a lot of their fellow citizens do care.

Speak Up. A budget hearing at 6 p.m. Wednesday night is the kids' last chance. Come and speak for the children. See how democratic a democracy can really be. Let your elected leaders know what you'd like for them to elect to do.

They're Your Schools. They're Your Children.

The Education Association of Norfolk

HAN SUNG BARRY, KINDERGARTEN TEACHER, DOES NOT WANT TO STRIKE. BUT SHE WILL.

Han Sung Barry chose a teaching profession to help young children "expand their world" by learning.

Two years ago, the music talent of Han Sung's kindergarteners was expanded as they benefited from the professional instruction of a music specialist.

This year, the Department of Education assigned music specialists to full-time classroom positions. Han Sung was told to improvise.

In addition, there are now six more children in Han Sung's kindergarten class.

Like so many of her 9,000 teacher colleagues, Han Sung is watching the world of her students narrow instead of broaden. It is the opposite of her reasons for choosing a teaching career.

Han Sung still loves her chosen career. And she knows her place is with the children — in the classroom. But if she must strike, she will. The expansion of her children's world is at stake.

HAWAII STATE TEACHERS ASSOCIATION

ACT Declares Moratorium

The Association will not petition for an election this fall.

Because...

. . . teachers are weary of the annual struggle;

. . . the majority of Oklahoma City teachers are not committed to any organization;

. . . the board, not teachers, is profiting from the current situation.

Although dissatisfaction with the Federation's contract indicates to us that we could win, the margin of victory, as in previous years, would be small. Instead the Association with its more than 1,000 members will use its total resources and those of its state and national affiliates to:

- Vigorously enforce the present contract;
- Step up lobbying efforts;
- Provide programs for the professional development of teachers;
- Pursue both within the organization and in the community, such concerns as class size and teacher input into curriculum.

The Association will use this year to solidify its position as the only real service organization for teachers. The Association is confident that based on performance and resources teachers will unite behind the ACT.

Then, the Association will seek and win an election.

OEA ACT NEA

Richard Kelly likes kids so much he's got four of his own.

Some people say that teachers think only about salaries. That's just not true. Roanoke County teachers have thought about and worked hard for a remedial reading program, speech and hearing therapists, learning disability programs, guidance counselors in elementary schools (to help avoid probation officers later on), school psychologists, five home-school counselors, teacher evaluation systems and much, much more. Even though money from this part of the school budget could have been used, instead, for teachers' salaries.

But teachers do think about salaries, too. Particularly when our system has let its base pay fall from 10th to 82nd in the state in two inflationary years. (We think about that a lot sitting in a long gas line or checking out our groceries these days.)

About the future of education in Roanoke County. About the schools. About the kids. About our own families. We'd like to share our thoughts . . . and hear yours. Call a teacher. 563—0327. Any time tonight, 4 p.m. to 7 a.m.

Talk to a teacher

The Roanoke County Education Association

In an effort to let you know,
this ad has been paid for
by out—of—the—pocket contributions from Roanoke County teachers

ON THE LINE

A REPORT TO THE STRIKING TACOMA TEACHERS

PURE, UNMITIGATED FERTILIZER

Once again, the district's management team is attempting to split our ranks by posturing through the media. Snodgrass and certain so-called community observers are reporting to the media that the only items holding up settlement are agency shop and amnesty--that is an unadulterated lie!

Last night's proposed Association package included the hiring of RIFFed teachers, Class Size Lid, Grievance Procedure, Personnel Contracts, Salary, Fringe Benefits, Agency Shop and Amnesty. The District rejected these items and failed to respond to any of these issues with counterproposals--that is what is holding up settlement.

The district has chosen to give false news reports in an attempt to divide Tacoma teachers. This tactic will not work. The district has already lost its credibility amongst our teachers.

Final reports from the lines this morning show that Tacoma teachers are more firm than ever in their commitment not to return to work!

ZONE	ON THE LINE	CROSSERS	TOTAL
Stadium	220	26	89%
Lincoln	297	44	87%
Wilson	228	34	87%
Mt. Tahoma	237	41	85%
Foss	189	40	82%
	1171	185	86.3%

RETIREMENT MEETING SCHEDULED

Allen Johnson from the WEA Retirement Services will conduct a meeting at 7:00 p.m., Tuesday, Oct. 3 at Wilson Zone Headquarters for all teachers contemplating retirement at the end of this year or next. All teachers affected should attend to hear, first hand, correct information pertaining to retirement.

100278

TACT 1201 SOUTH PEARL TACOMA, 98465 565-4191

cta today

CTA IS INVOLVED

— Fighting "Meat-Cleaver" dismissals

— Dealing with more than 50 school-year grievances

— Assuming bargaining readiness

— Fighting for the $15-a-day sick leave policy

BTU IS UNINVOLVED

— Stalling the election

— Attacking CTA

— Delaying negotiations

— Undermining teacher morale

CTA IS PEOPLE HELPING PEOPLE

. . . WITH CHARACTER

. . . WITH CONCERN

. . . WITH COMMITMENT

Broward County Classroom Teachers Association

cta

Collective Bargaining Takes High NEA Priority

NEA has worked actively for the enactment of a federal collective bargaining statute for public employees since 1971. Today this is NEA's highest nonfiscal legislative priority.

To date, the regulation of public sector collective bargaining has been left to the states, and the result is a crazy-quilt pattern of statute and nonstatute which fails to provide any meaningful legal protection for the greater portion of the public sector workforce. There are those who contend that if the federal government simply keeps its hands off, some equitable and rational process of decision-making at the state level will in time develop. But this has not proven to be the case.

Bargaining for All Public Employees

The federal public employee collective bargaining legislation envisioned by NEA will establish and regulate a process for bargaining matters of concern to public employees. NEA believes that its proposed legislation, at the same time, will not be inconsistent with the recent Supreme Court *National League of Cities* vs. *Usery* decision, which prohibits the federal government from requiring state and local governments to pay their employees the federal minimum wage. The decision does not speak to the question of collective bargaining for public employees, but it does set new criteria for state/local public labor relations. NEA's proposal will not make the federal government a party to actual bargaining between state and local public employees and their employers. Rather, it will provide a structure that will give all state and local public employees collective bargaining rights.

The National Labor Relations Act (NLRA) has been the cornerstone of labor relations in the private sector for some 40 years. It sets forth the basic structure of bargaining between employees and employers in the private sector. The Act already contains many of the provisions necessary for public employee collective bargaining. These amendments would cover public employers and allow for the Act to deal with the problems unique to public employee-employer collective bargaining.

Additional Amendments

The June 1976 Supreme Court decision in *National League of Cities* vs. *Usery* suggests that modifications to the approach that NEA recommended during the 94th Congress are needed in order to satisfy the Court's current concerns about balancing the Tenth Amendment protection of state sovereignty with the federal power to regulate interstate commerce. In NEA's opinion, the balancing test would be met by including certain additional modifying amendments to the NLRA:

- A declaration of purpose would be added which indicates that the congressional objectives are to both (a) promote the flow of interstate commerce, which is impeded by labor-management strife in the public sector, and (b) enforce the due process clause of the Fourteenth Amendment by protecting the First Amendment rights of public employees to organize and select representatives for the purpose of collective bargaining.
- State statues establishing substantive terms and conditions of public employment such as retirement and tenure would be valid regardless of whether they were enacted before or after the date of enactment of the federal collective bargaining statute.
- Public employees would be granted the right to strike, but the states would be able to statutorily limit or prohibit the exercise of that right.
- The recommendations of a factfinder for resolving collective bargaining impasses would be advisory only, but the state, at its own discretion, would be able to statutorily make the process binding.
- The effective date of the federal collective bargaining statute would be one year after the date of its

LAWYER REFERRAL PROGRAM: ANOTHER PSTA SERVICE

Members of the Public School Teachers Association (PSTA) will be able to take advantage of a new lawyer referral program to be implemented before Christmas by their state and national affiliates, the Maryland State Teachers Association (MSTA) and the National Education Association (NEA).

This new membership service will feature increased benefits over those offered last year under MSTA's Prepaid Personal Legal Service Plan which was phased out on August 31, 1978.

Under the new MSTA/NEA-sponsored lawyer referral program, all members will receive a 30 percent reduction in lawyers' fees in addition to the two free one-half hours of consultation which were offered under the old MSTA plan.

Specifically, the program will cover all matters in national core areas, unless specifically excluded by the terms of the program. The following list is intended to provide examples of covered matters and is not all-inclusive:

(a) ***Real Estate***

Purchase or sale of property to be used for residential purposes by a member; a dispute with a buyer or seller of real estate or with a landlord; a property-line dispute; a zoning law or land use regulation problem.

(b) ***Wills and Estates***

Wills; estate planning; representation of a member who is named as an executor/executrix, administrator/administratrix of a real estate; guardianship and conservatorship.

(c) ***Domestic Relations***

Dissolution; annulment; divorce; separation; alimony; custody; child support; guardianship; adoption; paternity; name change.

TEACHER ORGANIZING—AFT

The American Federation of Teachers, an affiliate of the AFL-CIO, identifies more closely with the labor movement in the traditional sense than does its rival, the National Education Association. The union's largely urban membership is concentrated in major cities and, with some 441,000 members, is about one-fourth the size of NEA.

Negotiating layoff clauses and facing other economic problems in light of the tax revolt and declining enrollments and lobbying against tuition tax credits have highlighted AFT's major drives during the past year.

Schools in Crisis

Most of the union's annual convention, dubbed "Schools in Crisis: America's Agenda," concentrated on the problems faced by teachers in light of layoffs, cutbacks, salary de-escalation, and growing public backlash against government workers.

In a special resolution, AFT decried the use of "simplistic and negative solutions like Proposition 13 to solve legitimate taxpayer problems." The resolution called for tax reform, greater federal assistance to state and local governments, and closer co-operation with the AFL-CIO to solve legitimate taxpayer problems.

AFT successfully lobbied against two ill-fated federal legislative proposals—tax credits for private school tuition and a separate department of education.

Tax credits for private school tuition would threaten the livelihood of teachers and seriously jeopardize the future of public education, delegates said. The teachers passed a resolution calling for top political priority for the issue, promising to work toward its defeat in Congress.

The issue of tax credits is "the greatest national battle we have ever fought as public teachers," re-elected AFT president Albert Shanker told the convention. If it passes, he predicted "it is the end of public education in this country as we know it." (One parochial school affiliate of AFT, the Association of Catholic Teachers in Philadelphia, dropped out of the Federation last year over the issue. The AFT's strong opposition to aid to private schools and to the tuition credit program prompted the vote, although dissatisfaction with AFT's position on Catholic concerns had been growing, the group said.) *(GERR 766:17)*

Shanker also spoke against the creation of a separate cabinet-level department of education—a goal that was sought by the NEA. A separate department would leave education, set apart from health, welfare, and social security, "smaller, weaker, and alone." Shanker said the union, which has considerable influence at HEW because of its AFL-CIO affiliation, "is not willing to trade the tremendous power that we have at the present time for a little bit of snobbish appeal in being able to say that we've got our own separate department." *(GERR 774:11).*

Alternatives to Layoffs

Reductions-in-force are the "No. 1 bargaining issue in the country" an AFT local officer declared at a workshop on layoffs and job security in Washington this spring. Layoffs usually stem from declining enrollments, financial exigency, program modification, and school closings, but also may represent part of an employer's bargaining strategy, according to one speaker.

Tenure is not necessarily a defense, he added, and the issue must be dealt with in contract language. Some of the options proposed by AFT in dealing with reductions-in-force are establishing a seniority system, substitution of part-timers for full-timers on the layoff list, and transfer of employees to other job categories. Locals should resist employer demands for the right to lay off employees following evaluations and competency ratings, AFT advised.

The president of the Yonkers Federation of Teachers reported on the New York State Court of Appeals' approval of the union's job security clause, barring termination of teachers for budgetary reasons or for modification of programs. After the state court upheld an arbiter's decision enforcing the clause last spring, the school board became liable for $6.2 million in back pay to teachers *(GERR 758:12).*

Seeking CETA Funds

In an effort to help teachers and local education agencies take greater advantage of federal manpower training funds, the AFT, assisted by the Labor Department, conducted 10 training workshops at major cities last January. "Public schools have gotten the crumbs of the multi-billion dollar Comprehensive Employment and Training Act (CETA) program," AFT President Shanker charged. School systems with established vocational and guidance programs have a vitally important role to play in CETA programs, he said.

AFT said that it had protested the virtual exclusion of school systems, and as a result, Labor Secretary Marshall developed a program to involve them in CETA efforts *(GERR 742:20).*

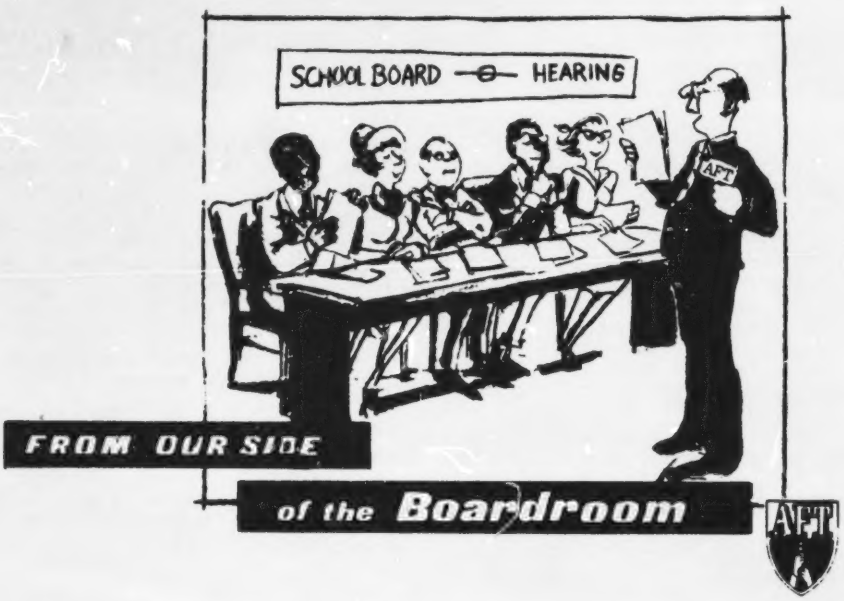
Finding Common Ground

In spite of the union's traditional rivalry with NEA and its adversary position with the nation's school boards, Shanker said that budgetary problems should foster more co-operation between all groups interested in education.

In view of these shared concerns, Shanker said, it is ridiculous for rival teacher unions to continue fighting each other or for teacher groups and school boards to continue their battles. The public, as a result of these conflicts, blames both sides he said, but teachers and boards have to share the responsibility for the public's decline in confidence in its educators.

The AFT president said that although the movement toward federal legislation on public employee bargaining is pretty much at a standstill, collective bargaining continues to catch on. He sees a growing tendency in state and local jurisdictions to sanction negotiations. Teacher bargaining is almost universal in the north and the west and is taking hold in the south, Shanker said, and soon "collective bargaining will have swept elementary and secondary education." *(GERR 743:18)*

Following is a representative sampling of AFT organizing and promotional literature.



REMARKS TO THE SCHOOL BOARD OF THE DALLAS INDEPENDENT SCHOOL DISTRICT
BY: HARLEY D. HISCOX, PRESIDENT, DALLAS FEDERATION OF TEACHERS, AFT
TUES., MAY 9, 1978.

President Hunter, Dr. Estes, Members of the DISD Board:

My name is Harley Hiscox. I am President of the Dallas Federation of Teachers.

The Dallas Federation of Teachers has two basic and major goals. These goals may come as a surprise in that they don't include the words "collective bargaining" or "militancy" or any of those traditional words that persons are likely to associate with teacher unions, particularly the AFT. The first of the two goals is: quality education for students, and the second is: dignity for those teachers who make quality education possible.

Both dignity and quality are dependent specifically on what happens at the moment of education when student and teacher come together. The DFT is learning from our ongoing interviews with teachers that there are serious problems occurring where teachers and students meet. These serious problems are affecting the morale of teachers, are affecting the dignity of teachers, and thus in the long range are affecting the quality of Dallas education.

One serious problem-cause that I wish to call your attention to is the practice of assigning highly trained professional teachers to

DALLAS FEDERATION OF TEACHERS, AFT
3833 San Jacinto, Dallas, Tx. 75204
Phone:(214) 826-4391; Nights:(214) 630-8075

ALBUQUERQUE TEACHER:

WHY PAY MORE FOR LESS?

1978 79 DUES BREAKDOWN:

ALBUQUERQUE TEACHERS FEDERATION (ATF)		ALBUQUERQUE CLASSROOM TEACHERS ASSOCIATION (ACTA)	
Local	$ 31.30	Local	$ 36.00
NMFT	26.40	NEA-NM	52.00
AFT	34.80	NEA	35.00
AFL-CIO	3.60	**UniServ	14.00
*Professional Liability Insurance ($500,000)	6.00		
Accidental Death and Dismemberment Insurance	2.40		
TOTAL	$ 104.50	TOTAL	$ 137.00

Why should you pay more to an organization in order to finance the overhead imposed by the NEA-NM for their administrators in Santa Fe?

*$200,000 more than the NEA policy

**NMFT does not impose an extra charge for staff assistance

New Mexico Federation Teachers AFT AFL-CIO

albuquerque teachers federation

Phone: 268-2314

New Mexico Federation Teachers AFT AFL-CIO

Austin American-Statesman
city/state
Saturday June 17, 1978 • B1

Teacher unionist sees tax limit ills

The recent vote in favor of California's Proposition 13, rolling back property taxes there, signals disaster for education in that state and any others that take such measures to provide taxpayer relief, the president of the American Federation of Teachers said here Friday.

Albert Shanker of New York City spoke during the opening session of the Texas Federation of Teachers convention.

In California, Shanker said, the first cuts in governmental expenses to go along with the tax rollback will be in the field of education.

Shanker denounced a bill before Congress that would offer tax credits to parents of children in private schools.

"They say to any parent with a child in private or parochial schools that if they pay $1,000 in tuition the federal government will give them $500 in tax credits," Shanker said.

"Is everybody going to withdraw their children from public schools when that happens? No. Will some people withdraw? Yes."

"The first to go will be the wealthiest. They'll be the ones who create a better atmosphere. . . . They'll be the ones whose parents have the most time to spend working with the school," he said.

Shanker predicted that Proposition 13-style tax cuts could force schools into rapid decline, making private schools even more attractive to upper-and middle-class parents.

Earlier in the day, the teachers heard a parade of both union and public officials denounce Proposition 13.

"I must say a few of us feel a little jittery about Proposition 13s," said State Rep. Gonzalo Barrientos of Austin. "I'll be damned if anything like that is going to happen in Texas. Texas is Texas and California is California."

Texas State AFL-CIO president Harry Hubbard echoed Barrientos' condemnation, but said that although "Texas is Texas and California is California, if you've been reading the newspaper you see the thinking here is not much different."

Attorney General John Hill received a standing ovation but carefully avoided a flat denunciation of property tax rollbacks. He said only that, if elected governor, he will propose a legislative package including "education and property tax administration and property tax relief."

June Karp, leader of the teachers' group Texas affiliate, with Shanker

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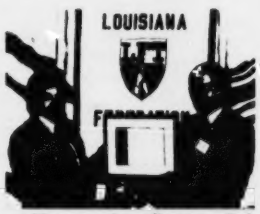
TEACHERS ON THE MOVE . . .

LFT Growth

More and more Louisiana teachers are joining the Louisiana Federation of Teachers, the fastest growing union in Louisiana. In the last six years alone membership has increased by over 900% and new locals and chapters have been formed in over thirty-four parish school systems, college and university campuses and vo-tech schools.

Why?

Because the LFT has a viable six point program that delivers for its members. The six points:



LFT executive director, Bob Crowley (left) receives a citation for highest membership growth in the South from Gene Didier, the Director of the AFT's Special Organizing Project.

LFT's SIX POINT PROGRAM

Legislative Lobbying - LFT's lobbyists work every day of each legislative session to attain and protect benefits for our members. Legislative goals include substantial pay raises, health insurance, reduced class size, protection of retirement benefits, and extended opportunities for professional improvement.

LFT and AFL-CIO lobbyists with Governor Edwards at the signing of the 1977 pay raise bill.

New Orleans teachers demonstrate support for the bargaining team of the United Teachers of New Orleans, LFT's largest local.

Collective Bargaining - LFT locals, aided by the state federation, have a primary goal of negotiating collective bargaining agreements for their members. At the present, teachers and paraprofessionals in Orleans and teachers in Jefferson Parish have bargained contracts. Many of our other locals will soon win bargaining rights.

Items that we have been able to negotiate in Orleans and Jefferson include increased salaries, hospitalization insurance, duty-free lunch, reductions in before and after school duty, paperwork and non-teaching tasks to name just a few.

Political Action - the LFT works to elect true friends of teachers to school boards, the Board of Elementary and Secondary Education, the Legislature, Governorship, and Federal offices. Lobbyists keep in close contact with office holders after they are elected to assure their continued support of education.

Teacher lobbyists, Alton Bryant and Bob Mildenberger discuss the issue of tuition tax credits with Congresswoman Lindy Boggs.

Legal Assistance - every LFT member is **guaranteed** that if faced with dismissal or disciplinary action that the LFT will protect the teacher's right to a fair hearing and fair treatment.

Staff Assistance - the LFT and its locals provide staff help to both members who have grievances with school administrators and to locals that may need help in setting up programs to help their members.

Full time staff representatives, Fred Skelton and Cheryl Epling of the United Teachers of New Orleans, pointing out LFT concerns about the State Department of Educations' Accountability Plan to State Superintendent of Education, Kelly Nix.

LFT leaders (from left) Penny Ferguson, Bob Crowley, Bill Savage and Nat La Cour are shown with Louisiana AFL-CIO President, Victor Bussie, (seated) after finishing work on the latest LFT/AFL-CIO salary increase plan.

Active Participation in the Labor Movement - The LFT requires that its locals affiliate with the central labor council nearest them and the state AFL-CIO. We actively participate in these organizations because we believe that union workers are the best organized friends of education in Louisiana. For example, The Louisiana AFL-CIO has supported **every** piece of legislation of benefit to teachers and school employees and has provided the lobbying power, in many cases, to enact the legislation.

LFT Louisiana Federation of Teachers AFT, AFL-CIO

3101 37th St., Suite 220
Metairie, La. 70001

Compare professional liability insurance—AFT's is BEST

NCFT	NCAE
$500,000 per incident	$250,000 per incident
$10,000 reimbursement of legal expenses if insured is exonerated in criminal action or if charges are withdrawn or dismissed.	$2,500 reimbursement of legal expenses if insured is exonerated in criminal action or if charges are withdrawn or dismissed.
$10,000 involving the denial of Constitutional rights.	NOT COVERED
$10,000 lifetime benefit-Assault Injury Medical Expense Benefits.	NOT COVERED
$10,000 assault injury death benefit	NOT COVERED
$1,000 per bond-Bail Bond	$1,000 per bond-Bail Bond
$250 per occurrence-damage to personal property caused by an assault upon the insured.	$250 per occurrence-damage to personal property caused by an assault upon the insured.
$250 per month with total lifetime limit of $15,000 monthly total disability income assault injury benefits.	NOT COVERED
Includes personal injury (libel, false arrest, slander, malicious prosecution, etc.)	NOT COVERED
Includes assault injury benefits.	NOT COVERED
Includes reimbursement of expenses incurred by the insured in the defense of any suit in connection with the denial of Constitutional rights.	NOT COVERED
Includes $500,000 malpractice insurance.	NOT COVERED
Provides for defense but, excludes payment of claims for punitive or exemplary damages.	COMPANY IS NOT OBLIGATED TO THE DEFENSE OF ANY COMPLAINT INVOLVING PUNITIVE DAMAGES.

SCALE:

- = FULL PROTECTION
- = PARTIAL COVERAGE
- = NO COVERAGE

"psst . . . hey teach!

let me disclose to you a very large piece of buzz."

It's pretty tough for you to get any changes around here on your own. I know. I tried.

Take a tip from me. Join that teachers' group. Maybe together you can make some needed changes around here. It's a cinch you can't do it alone. I know.

JOIN NOW!

PLEASE POST

EVALUATION PROCEDURE

AFT IDENTIFIES PROBLEMS: (BRIEFLY)

1. THE EVALUATION PROCEDURE IS NOT BEING ADMINISTERED IMPARTIALLY AND FAIRLY TO ALL CERTIFICATED PERSONNEL. AFT CHALLENGES THE ADMINISTRATION TO CITE EVIDENCE OF ADMINISTRATORS RECEIVING NEGATIVE EVALUATIONS.

2. ADMINISTRATORS DO NOT KNOW HOW-- OR DO NOT CARE-- TO FOLLOW THE EVALUATION PROCEDURE AS IT WAS WRITTEN.

3. THE TEAM APPROACH FOR ASSISTANCE TO TEACHERS-- AND ADMINISTRATORS-- IS NOT BEING IMPLEMENTED.

AFT PROVIDES SOLUTIONS:

1. ALL SCHOOL ADMINISTRATORS SHOULD RECEIVE AN IN-SERVICE COURSE IN IMPLEMENTATION OF THE EVALUATION PROCEDURE, WITH EMPHASIS PLACED IN METHODS FOR PROVIDING SUPPORT AND ASSISTANCE TO THOSE TEACHERS AND OTHER CERTIFICATED PERSONNEL WHO NEED HELP.

2. ALL TEACHERS SHOULD RECEIVE COPIES OF THE PROCEDURE, AND AN ILLUSTRATION OR MODEL OF HOW THE PROCEDURE SHOULD BE IMPLEMENTED SHOULD BE TELEVISED FOR VOLUNTARY VIEWING BY TEACHERS.

3. TEACHERS SHOULD EVALUATE ADMINISTRATORS!
A PROCEDURE FOR FACULTY EVALUATION OF SCHOOL ADMINISTRATORS AND TEACHER EVALUATION OF RESOURCE PERSONNEL ASSIGNED TO THEM SHOULD BE IMPLEMENTED IMMEDIATELY.

4. IN THE EVENT OF UNSATISFACTORY RATINGS, AN INDEPENDENT, IMPARTIAL THIRD PARTY SHOULD CONDUCT HEARINGS.

AFT **Being evaluated ?** Call the AFT Office at 377-8924 or 377-8917. Find out how we can help.

Capital Capsule:

Legislative News from Raleigh

NCFT PROPOSALS PASS JOINT APPROPRIATIONS COMMITTEE

In NCFT's presentation to the Joint Appropriations Committee, Virginia Ryan NCFT State Director, stressed the importance of appropriating sufficiant funds to reduce the student daily load in All departmentally organized schools. The original budget request from Governor Hunt and the Advisory Budget Commission addressed this reduced student load to junior high schools only. The NCFT stressed the importance of revamping this proposal to affect more school districts and not just the original 65.

On June 8th, additional funds, in the amount of $3 million, were added to this category. Now, all departmentally organized schools (middle schools, junior highs, etc.) will be able to reduce the daily student load to 159.

"We will continue to work for a further reduction to 150 in the future," stated Ms. Ryan. She further explained that this was the first step in reducing the student daily class load.

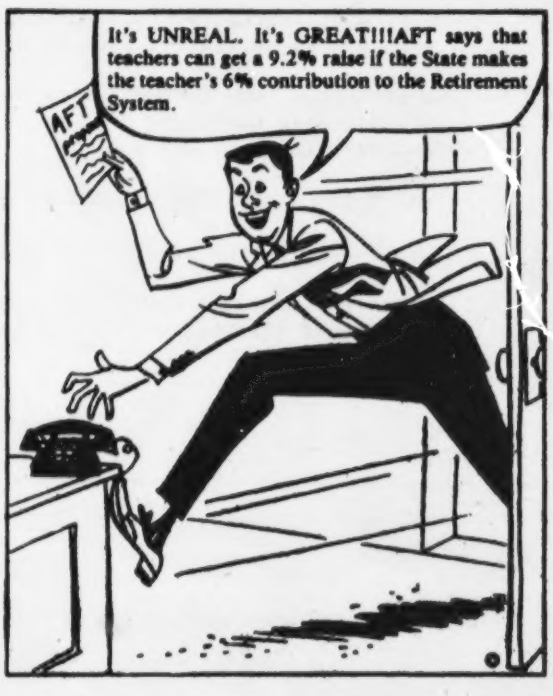
Another proposal, addressed by the NCFT, was in regard to the Exceptional Children Program. Again, on June 8th, an additional $2.5 million was added to this program. We applaud the efforts of our legislators to strengthen this program to include our gifted and talented students and to help alleviate the problems of our regular classroom teachers.

HOW TO MAKE A 6% RAISE A 9.2% RAISE

This proposal has made another step closer to becoming a reality. Senate Joint Resolution 830 passed the House Rules Committee with a unanimously favorable report. Tuesday, June 13th, it will be before the full House of Representatives.

As we have reported in the past, this bill will set up the Legislative Research Commission to study the feasibility of State Employees' Retirement Systems becoming a tax shelter program. This bill will return to the Senate for concurrence after its passage in the House. The Legislative Research Commission will report its findings at the 1979 General Assembly.

Our thanks to the following Representatives for their unanimous approval of this bill in the House Rules Committee; Ramsey, Adams, Tennille, Barbee, Barker, Beard, Clement, Gardner, Jones, Lachot, McDowell, Morgan, Spoon, Webb and White.


It's UNREAL. It's GREAT!!!AFT says that teachers can get a 9.2% raise if the State makes the teacher's 6% contribution to the Retirement System.
AFT

Atlanta Federation of Teachers

DEMOCRACY IN EDUCATION / EDUCATION FOR DEMOCRACY

Dear Colleague:

Many, many thanks for sharing your valuable time with us when we visited you.

We sincerely hope you will continue to be aware of and knowledgeable about the Atlanta Federation of Teachers, its aims and goals.

Feel free to call the AFT office at:

377-8924 or 377-8917

whenever you need a question answered or clarification on an issue of importance to us as teachers.

Sincerely,

LOCAL No. 1568 / 374 MAYNARD TERRACE, S.E. SUITE No. 230 / ATLANTA, GEORGIA 30316 / (404) 377-2824

BNA'S TABULATION INDICATES 123 STRIKES IN 21 STATES THIS FALL

According to BNA's tabulation, there were approximately 123 strikes in 21 states through October.

The largest strike, involving 13,000 teachers affiliated with the American Federation of Teachers in Philadelphia, Pa., ended on September 7 after the teachers and the school board agreed on a two-year contract (GERR 776:20). Other strikes involving large numbers of teachers — in Memphis, Tenn., New Orleans, La., and Cleveland, Ohio — have all been settled.

Some 3,900 teachers in New Castle County, Delaware (GERR 782:17), remain on strike and the parties as of November 2 are reportedly still far apart. As a result of court-ordered desegregation and district reorganization, teachers were working under 11 different pay rates and are striking to get all salaries raised to the highest level immediately under a two-year contract. The board has offered to "level-up" salaries by the middle of the 1980-81 school year — in the third year of a three-year pact.

Teachers in Painesville and Logan, Ohio, continue to strike in defiance of back-to-work court orders. The 10-week-old strike by NEA affiliates in Logan represents the longest teacher strike in Ohio's history.

After a seven-week strike, AFT-affiliated teachers in Levittown, L.I., New York are back on the job. The union and the board agreed to a four-year contract granting teachers no wage increase during the first year, a 4 percent increase the second year, and 5 percent in each of the last two years. The teachers also won a job security clause covering teacher specialists and auxiliary personnel. The board had sought a two-year pay freeze and the deletion of clauses covering the welfare fund and catastrophic leave. Both clauses were retained in the new settlement. The union has set up a defense fund to help cover an approximate $5 million the teachers will lose in pay as a result of the 34-day strike.

In Gurnee, Illinois, a five-day strike ended on October 23 with settlement on a one-year contract which grants the teachers an 8 percent salary boost. For the first time, the AFT-affiliated teachers will get a health package which contains a family plan, an extra duty salary schedule, and a clause calling for arbitration as the final step of the grievance procedure.

BNA's tabulation of strikes follows:

School District	Teachers Affected	Pupils Affected	Strike Date	Settlement Date	Issues
ARIZONA					
Tucson	3,000 (NEA)	57,000	10/1	10/9	Wages, class size, discipline.
CALIFORNIA					
Jefferson H.S. District (Daly City)	340 (AFT)	7,500	9/5	9/27	Wages, binding arbitration.
CONNECTICUT					
Bridgeport	1,350 (NEA)	23,000	9/5	9/24	Wages.
Norwalk	1,440 (AFT)		9/5	9/11	Entire contract package.
U. of Bridgeport	281 (AAUP)	7,300	9/21	10/9	(Tentative settlement).
DELAWARE					
New Castle County	3,900 (NEA)	62,000	10/16		Salary leveling, involuntary transfers, work load.

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School District	Teachers Affected	Pupils Affected	Strike Date	Settlement Date	Issues
IDAHO					
Butte County	40 (NEA)	850	8/31	9/12	Wages, salary indexing system.
ILLINOIS					
Avon	127		8/30	9/1	Teacher evaluation, snow days.
Benton	69 (AFT)		8/24	8/28	Wages, retirement pay, starting time.
Blue Island	75 (NEA)		9/6	9/11	(Back in mediation).
Cairo	102 (NEA)	1,368	8/15	8/31	Recognition.
Charleston	158 (NEA)	3,350	8/25	8/30	Wages, retirement benefits.
Collinsville	380 (NEA)	7,300	8/28	9/8	Wages, fringes, class size.
Cook County Community College	1,450 (AFT)	110,000	8/30	9/25	Work load, board's withdrawal of grievance/arbitration.
Crete-Monee	335	5,500	9/5	9/9	Total contract.
Edwardsville	250 (NEA)	5,300	8/25	8/29	Wages, fringes, class size.
Elgin	1,334	26,000	9/7	9/13	Wages, fringes, transfers.
Glenwood	90 (NEA)	1,880	10/11	10/17	Wages, retirement.
Gurnee	58 (AFT)	1,000	10/16	10/23	Wages, fringes, class size.
Highland Park	185 (NEA)	2,575	9/18	9/22	Wages.
Lincolnwood	110 (NEA)	1,250	10/6	10/17	Wages, binding arbitration, seniority.
Marquardt District 15	161 (NEA)	3,000	9/10	9/22	Wages.
Rockford	2,000 (NEA)	36,000	8/28	8/30	Wages.
Sma	97 (NEA)	600	9/25	9/27	Retirement, binding arbitration, health insurance.
Teutopolis	76 (NEA)	1,400	8/28	8/30	Wages, recognition.
Thornton	594	10,035	9/7	9/12	Maintenance of conditions.
Waterloo	90 (NEA)	2,000	8/28	9/9	Recognition.
INDIANA					
Marion	506 (NEA)	9,500	8/28	9/7	Wages, binding arbitration, class size.
Prairie Heights	87 (NEA)	2,700	10/9	10/12	Wages, agency shop for new employees.
Richmond	330	9,700	8/24	9/6	Wages.
LOUISIANA					
New Orleans	5,600 (NEA/AFT)	91,000	8/30	9/11	Wage reopener, class size.
MAINE					
So. Maine Vo/Tech Institute	195 (NEA)	3,500	9/20	9/25	(Back under court order.)
MASSACHUSETTS					
Chelmsford	500		9/11	9/12	Seniority.
Fall River	865 (NEA)	14,400	9/11	10/4	Wages, transfer, class size, workload.
MICHIGAN					
Berkley	302 (NEA)	6,200			(Back under injunction.)
Birch Run	120 (NEA)	2,695	10/2	10/4	
Chippewa Hills	121 (NEA)	2,767	10/2	10/5	
Dryden	30	844	10/6		(One-day sickout.)
Durand	153 (NEA)	3,235	9/11	9/18	
Eastern Michigan University	630 (AAUP)	18,000		9/22	
Ferndale	276 (NEA)	6,560			(Settled.)
Ferris State College	460 (NEA)	10,000	9/11	9/13	
Goldes	52 (NEA)	1,128	9/27	9/29	
Grand Haven	241 (NEA)	5,766	9/5	9/15	
Henry Ford Community College	210 (AAUP)		9/17	9/25	Wages, fringes.
Holly	170 (NEA)	4,343			(Back under injunction.)
Huron Valley	390 (NEA)	10,345	9/5	9/11	
Lansing Community College	1,000 (NEA)	19,000	9/21	9/29	(Back under court order.)
Martin School District	49 (NEA)	896	10/2	10/6	
Mona Shores	233 (NEA)	5,108	9/5	9/20	

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School District	Teachers Affected	Pupils Affected	Strike Date	Settlement Date	Issues
MICHIGAN—Contd.					
Orchard View	(NEA)				(Settled.)
Oxford	136 (NEA)	3,505		9/11	
Pine River	67 (NEA)	1,300	9/25	9/29	
Pontiac	1,100 (NEA)	29,000			(Back with binding arbitration.)
St. Johns	150 (NEA)	4,395	9/5	9/7	
Schoolcraft College	49 (NEA)	900	9/18	9/28	
Scottsville	72 (NEA)	1,783	9/5	9/15	
Schiawassee Intermediate District				9/8	
Swartz Creek	217 (NEA)	5,900		9/17	
Warren	1,400 (NEA)	31,155	9/5	9/27	Wages, insurance, sick leave.
Wayne State University	1,750 (AAUP)	38,000	9/21	9/25	
West Branch	120 (NEA)	2,763		9/12	(Back under injunction.)
MINNESOTA					
Burnsville	600 (NEA)	10,800	9/19	10/5	Wages, class size, shorter workweek, school calendar.
NEW JERSEY					
Belvidere	60 (NEA)	1,150			
Black Horse Pike	213 (NEA)	3,700	9/21		(Settled.)
Blackwood	(NEA)		9/21	9/23	
Brookdale Community College	(NEA)		9/18	9/25	
Camden	1,400 (NEA)	20,000	10/6		Wages.
Hillsborough	200 (NEA)	3,700	10/6	10/16	Wages.
Lodi	200 (NEA)	3,200	10/16		
Somerset County Vo/Tech High School	70 (NEA)	1,350	9/6	9/12	Job security, workload.
S. Orange	414 (NEA)	6,400	9/18	9/20	Wages, binding arbitration, preparation time.
Westfield	420 (NEA)	5,000	9/21		(Settled.)
NEW YORK					
Levittown, L.I.	650 (AFT)		9/6	10/30	Wages, job security. (Tentative settlement.)
Rocky Point, L.I.	154 (AFT)	2,700	10/4	10/12	Wages, class size, transfers.
OHIO					
Cleveland	6,000 (AFT)	100,000	9/7	10/12	Wages, COL.
Dayton	2,200 (NEA)	38,000	9/6	9/29	Wages, class size, planning time.
Lakewood	485 (NEA)	9,000	9/20	9/29	Wages.
Lima-Shawnee	180 (NEA)	3,100	9/5	9/14	Wages.
Logan	200 (NEA)	4,300	8/29		Binding arbitration, teacher harassment.
Midview	180 (NEA)	4,000	9/19	10/4	Wages, binding arbitration, one-year contract.
Painesville	250 (NEA)	4,860	9/27		
Reynoldsburg	260 (NEA)	5,200	8/21	8/24	Wages, paid dental plan.
Tallmadge	180 (NEA)	3,500	9/5		(Back in classrooms.)
Warren	140 (NEA)	3,000	8/28	8/29	Wages.
Wellington	97 (NEA)	1,900	10/4	10/10	
Whitehall	204 (NEA)	3,745	10/2	10/6	
OREGON					
Corvallis	470 (NEA)		10/3		(Three-hour strike.)
David Douglas	350 (NEA)	6,750	10/3	10/9	Wages, layoffs, fair share payments.
PENNSYLVANIA					
Avon Grove	125 (NEA)	2,200	9/11	10/9	
Bald Eagle	161 (NEA)	3,084	9/6	9/12	
Brookville	126 (NEA)	2,426	8/29	9/11	
Colonial	370 (NEA)	6,500	9/12	10/4	(Back under injunction.)
Cumberland Vo/Tech	30 (NEA)	1,000	10/12		
Dowington	353 (NEA)	7,039	9/7	9/11	(Lockout.)
Elizabeth Forward	250 (NEA)	5,000	8/25		(Lockout.)
Huntingdon	163 (NEA)	3,042	9/6	9/8	
Jersey Shore	185 (NEA)	4,100	10/9		

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School District	Teachers Affected	Pupils Affected	Strike Date	Settlement Date	Issues
PENNSYLVANIA—Contd.					
Laurel Highlands	260 (NEA)	5,000	9/18	10/12	
Mountain View	128 (NEA)	2,500	8/28	9/11	(Lockout.)
Penn-Delco	256	5,000	9/5	10/11	(Back under injunction.)
Philadelphia	13,000 (AFT)		9/1	9/7	Wages, recall of laid-off teachers, class size.
SE Delco	300 (NEA)	5,400	9/6	10/2	
Uniontown	246 (NEA)	5,100	8/25		Job security.
Valley View	140 (NEA)	2,800	10/2		
Wellington-Swarthmore	210 (NEA)	3,800	9/12	9/28	
Wissahicken	252 (NEA)	4,000	9/19	10/10	(Continuing to negotiate.)
York City	450 (NEA)	8,000	9/6	9/19	Wages, extension of contract.
RHODE ISLAND					
Carnston	800 (NEA)	13,000	8/31	9/13	Wages, dental insurance, planning time.
Westerly	230 (NEA)	3,880	9/5	9/11	
TENNESSEE					
Memphis	6,400 (NEA)	150,000	10/10	10/23	Wages, evaluation, grievance procedure.
VERMONT					
Burlington	330 (NEA)	5,000	9/6	9/13	Wages, length of contract.
Champlain Valley Union H.S.	70 (NEA)	1,100	9/5	9/9	Length of contract.
WASHINGTON					
Belleview	(NEA)				(Settled.)
Central Kitsap	330 (NEA)	7,000	9/5	9/10	Wages.
Everett	550 (NEA)	11,580	9/6	9/20	(Back under court order.)
Lake Washington	800 (NEA)	16,000	8/30	9/5	
Lower Snoqualmie	230 (NEA)		8/30	9/1	
Oak Harbor	250 (NEA)	5,300	9/11	9/14	
Raymond	32 (NEA)	803	8/21	8/22	
Seattle	3,600 (NEA)	55,000	9/6	10/12	(Back under court order 9/29.)
Tacoma	1,400 (NEA)	35,490	9/5	10/4	Discipline, staff protection, class size.
University Place	216 (NEA)	4,360	9/5	9/19	Wages.

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If there is any one word to characterize the state of school board-teacher collective bargaining, it is "diversity," school board and teacher spokesmen noted at a joint session of the Section of Labor Relations Law and Local Government Law at the American Bar Association's convention in New York City in August.

Fifteen states still have no legislation whatsoever on such bargaining. The laws that are on the statute books vary widely. And no consistent pattern has been achieved in court decisions interpreting the laws and the process of school board bargaining.

Speaking for the school boards was Thomas A. Shannon, executive director of the National School Boards Association. The teachers were represented by Robert H. Chanin, deputy executive director and general counsel of the National Education Association. The subject of the session was "Emerging Patterns of School Board Negotiations."

One emerging pattern that is immediately discernible is the continually strengthening pressure for "citizen involvement" in the entire public school collective bargaining process. It heads the list, Shannon said, of developments in school board-teacher bargaining.

Parents and taxpayers—even students in senior high schools—regard themselves as helpless with regard to the critical decisions being made in school administration. Often, they neither understand the collective bargaining process nor receive information to enable them to monitor it, much less participate in its resolution, Shannon added. But they know that the agreement, or lack of agreement, has an enormous impact upon the day-to-day operation of their public schools. Their helplessness has led to a reappraisal of school district collective negotiations, Shannon said.

In four communities last year, the public's involvement in the negotiating process was quite direct:

► A longstanding contract dispute between the Augusta (Me.) Board of Education and its teachers was resolved last November in an unusual public negotiating session. In a surprise move, both parties agreed to discuss the Augusta Teachers Association salary request publicly. The open discussion was suggested immediately after the successful public negotiation of a contract for the superintendent of schools. The open talks resulted in final board approval of a longevity pay raise proposed by the teachers *(GERR 734:21)*.

► Last December, in East Irondequoit, New York, the first people to be consulted on the teachers' contract were the taxpayers. The school board sent out 11,500 questionnaires to district residents asking, among other things, whether teachers should get another raise. The teachers' association put a full page ad in a local shopping bulletin asking residents to encourage the board to negotiate in a "quiet, reasoned" manner *(GERR 738:22)*.

► Some of the parents whose children were affected by New Jersey teacher strikes formed a Parents Union of Burlington County, an incorporated nonprofit organization aimed at seeking reprisals against teachers who have walked out of the classroom. Charges were filed through the school board against 850 teachers who participated in the month-long Willingboro walkout, which began in November *(GERR 743:24)*.

► A three-day strike by Lakefield, Minnesota teachers ended not with a bang or whimper—but by the anonymous donation by a group of private citizens—who deposited $4,200 in Lakefield Education Association's (LEA) bank account after learning that LEA and the school board were divided by that amount in contract pay raise negotiations *(GERR 738:20)*.

Administrative Unionism

The phenomenom of "administrative unionism" in education represents a substantial departure from the pattern of labor relations in the private sector. Under the Taft-Hartley Act, management personnel are specifically exempted. But this is not necessarily so in the education field.

The move toward administrative unionism in education, Shannon said, draws its impetus from several factors:

► A concern that school boards are bargaining away the rights of middle-level school management;

► The declining enrollment of students leading to a reduction in promotional opportunity for school administrators as school districts continue to retrench;

► A desire for more employment security of a formal and legally defensible nature;

► Affirmative action policies regulating promotion of administrators, plus the usual inflationary economic pressures;

► The usual inflationary pressures on the families of school administrators when viewed against a background of success in collective bargaining by other school employees.

Nevertheless, Shannon asserted, school boards and senior school administrators generally are opposed to administrative unionism. They view it as introducing an adversary relationship and disturbing the close, harmonious working atmosphere necessary for a successful school administration.

Looking for an alternative to administrative unionism, the National Association of Secondary School Administrators and the National Association of Elementary School Administrators have begun the development of a series of joint position statements to strengthen the "administrative team" concept.

These joint position papers will cover such topics as participation of middle-level school administrators in policy setting, due process rights for administrators, evaluation of administrators and self-evaluation of school boards, fair compensation for school administrators, and the superintendents' employment contract. The position papers, Shannon concluded, will serve as models for school districts throughout the country in making the concept of the administrative team a practical approach to school district policy-setting and implementation *(GERR 773:18)*.

According to Fred B. Lifton of the Chicago-based law firm of Robbins, Schwartz, Nichols & Lifton, legislatures have done little to expand collective bargaining rights the past year. He noted that a bill in Missouri had failed again, that the Ohio governor vetoed the legislature's proposed statute, and that the Virginia Supreme Court decision outlawing bargaining by public employees still stands *(GERR 754:17)*.

Virginia's Attitude

Despite the Virginia court decision, most teachers there are pro-collective bargaining, according to a study on the attitude of Virginia educators toward collective bargaining, strikes, and sanctions by Virginia Polytechnic Institute and State University professors Patrick W. Carlton and Richard T. John-

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son. The teachers believe that they can get fair salaries only through resort to bargaining, think negotiations will inevitably come to the state, concur that negotiating is a dignified form of teacher behavior, and favor the use of sanctions implemented through various degrees of services withheld *(GERR 739:9)*.

Virginia Education Association president Mary Futrell announced at the VEA's April 6-8 convention in Norfolk attended by 2,000 VEA members, a "mountains-to-sea" campaign to convince Virginians and the state general assembly that public sector collective bargaining can be a good thing for education and the state. VEA represents 44,000 of the state's over 60,000 teachers, and the outgoing VEA president is head of a committee that has been working behind the scenes for months to put together what she termed "the first statewide plan" to obtain bargaining legislation *(GERR 757:23)*.

Teacher salaries in states that have no public employee bargaining law on the books have risen at a faster pace than those in states with such bargaining laws, according to a study released by the Public Service Research Council on the effect of bargaining laws on teacher salaries. In addition, states without laws also had fewer teacher strikes than states with bargaining laws.

According to PSRC executive vice president David Y. Denholm, the survey indicates that collective bargaining has not fulfilled its promise of higher salaries for teachers or the stated objective of these bargaining laws of reducing labor strife and promoting harmony in public education. On the contrary, Denholm said the survey indicates bargaining "induces strikes and does not achieve its promised economic benefit, so the teachers and the public suffer, and only the union leaders prosper."

PSRC bills itself as an independent, nonprofit, national citizens organization engaged in research and education concerning public sector unionism and its impact on the nation's governmental institutions and their services to the American people. Claiming a membership of 917,000 as of last September, PSRC sponsors a division called Americans Against Union Control of Government, which it describes as "the nation's largest citizens' lobby, devoted solely to preserving citizen-taxpayer control of government" *(GERR 778:11)*.

Legal Developments in Pennsylvania

In Pennsylvania, there were two significant legal developments affecting collective bargaining.

A school board in Pennsylvania may stop fringe benefit payments required by the collective bargaining contract with its teachers if the contract expires and is not replaced by a new one and if it contains no extension clause, the Pennsylvania Commonwealth Court ruled.

The court reversed a lower court ruling that upheld a Pennsylvania Labor Relations Board holding that the Cumberland Valley School District commited an unfair labor practice when it ceased payments for fringe benefits required by its expired contract with the Cumberland Valley Education Association.

The union's contract expired June 30, 1975, and according to the court, contained no clause extending its terms. Because no new contract providing for fringe benefits had been negotiated by the expiration date of the old contract, the school board stopped payments for medical and hospitalization premiums, life insurance premiums, and certain tuition reimbursements *(GERR 729:16)*.

In another Pennsylvania court decision, the state's Supreme Court ruled that interested third parties in Pennsylvania who contend that certain provisions of a collective bargaining agreement relating to educational policy are illegal should take their case directly to the courts and bypass the Pennsylvania Labor Relations Board. *(RF51:4711)*.

The supreme court majority found that refusal to bargain in good faith can be found only in certain specific situations. Failure by employers to provide data conducive to "intelligent collective bargaining," unilateral changes in working conditions, inordinate delays in negotiations, and a "take it or leave it" approach would be examples of coercive behavior that would sustain a refusal to bargain charge that should be settled by PLRB, the court said *(GERR 776:19)*.

Approaches

School officials attending the National School Boards Association annual convention in Anaheim, California during the first week in April found plenty of advice on collective bargaining for the experienced negotiator or newcomer.

Advice to Administrators

The 38th annual NSBA convention featured a special session for administrators, a new convention event, and about half of the program was devoted to bargaining issues. Bernard A. Hatch, superintendent for the Williamsville Central School District in New York, and Beverly Hills labor relations consultant Myron Lieberman took turns giving advice to school administrators on maintaining peace during negotiations with school boards, colleagues, the local media, and the public.

Lieberman said, however, that "there really isn't any way to keep the peace," for "even if teachers are happy they will escalate their demands."

"Don't show fear," he urged the officials. Fair treatment of employees and a good contract are conducive to a long-term, peaceful relationship. Lieberman warned the administrators against lengthy negotiations, saying, "the more the board is at the table the more it tends to give away."

Mediation is one type of peace-keeping operation, but only represents "a lull in the warfare," he continued. The role of a mediator varies considerably, Lieberman said, noting that in California a mediator has much authority under the Rodda Act *(RF 51:1411)* and can decide whether a dispute will go to fact finding.

As a result, there is a "great deference to the mediator." However, "you can't be too sure about any of these individuals."

Lieberman pointed out that a mediator meets both parties' political needs, because the leadership, on each side, can't afford to propose a compromise. However, it can accept one proposed by a mediator. This "takes the board off the hook." And mediators "can float proposals without a confrontation" and "without the trauma of making a proposal and having it turned down."

A mediator's job is to settle a contract, he continued. "They don't really care about the merits of the agreement."

And impasse procedures in public education by and large have been harmful to school boards, according to Lieberman, because they have shielded teachers from reality and tended to escalate teacher demands. Legislatures in some states have substituted impasse procedures for the right to strike and have taken away a weapon that "looks formidable but is not."

Lieberman preferred that mediation be an option of the parties and that a strike be left as a further alternative.

"Let them suffer a little bit on the paycheck." It's better than a long, drawn-out impasse procedure, he said.

Hatch said he agreed with Lieberman that more can be done at the bargaining table. Statutes have been established, however, "to cut away at the power of the school board."

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"If your teachers want to bargain you're going to bargain," Hatch observed.

If they strike, the board will have to deal with them, so it's useless to argue, he claimed. Hatch told the administrators they need to understand that bargaining is "an irrational, an illogical method for solving problems."

There is nothing rational, he said, about trading off $100 per teacher for a textbook. The decisions made through bargaining are illogical and irrational even though they may be the right decisions, Hatch said. And while the "labor model" may be fine for settling salaries and fringes, it shouldn't go beyond that.

Approaching Impasses

Hatch suggested that there is a way to handle impasses properly.

Management should start thinking in November and December about beginning to bargain in January for a contract that expires at the end of the summer.

According to Hatch, fact finding is "ridiculous—it's of no value at all."

Strike Strategy

In strike situations, Hatch said that while he wouldn't provoke a strike, his district had money left over—about $400,000—at the end of one year after a five-day walkout.

"It's far more palatable to the union to go on strike than to be laid off," he noted. The district didn't pay teachers during the walkout and kept the schools open. Of 800 teachers, about 790 were out and by mid-week the district had replaced all the elementary teachers. Hatch recommended that a struck school district get the elementary rather than secondary schools back in operation first, because then parents will be less upset by the walkout. The Williamsville Central district had 90 percent student attendance during that walkout, Hatch reported.

Public employees who strike in New York lose two days' pay for every strike day and are assessed fines, he noted, under the Taylor Law *(RF 51:4111)*. "From my position if you're going to have a law it's as good as any," Hatch said.

During a strike, the administration should develop its own story for the public and the press.

He recommended hiring a public relations person—as his district has done—and maintaining a hot line. The Williamsville community was surprised to find their superintendent accepting phone calls during the strike, Hatch reported. The school administration's position was "very low key" and that "had a tremendous amount of impact in keeping the community that way," he said.

Hatch said he was so low key that he dressed down for television cameras. He wore old clothes, he told the administrators, and "frankly I mussed up my hair." As a result he appeared as "the poor old superintendent" who was trying to keep the schools open.

Public relations, Hatch said, is "not just the newspapers and the radio." And the credibility of the administration is always questioned. "Don't get emotional," he advised.

Civility Doesn't Apply

Lieberman said that often unions are better organized than a typical small school district. In California, the National Education Association UniServ people are able to get stories into the media, he noted.

Boards should be ready to take on a public relations campaign "before the moment of truth arrives."

"It's easy to be courageous . . . before the war breaks out" he said. School administrations tend to underestimate the pressures they will have to bear and "will finally break when the pressure comes," he warned.

The usual rules of civil behavior do not apply to collective bargaining, he observed. Employees call in sick when they're not and after job actions expect no-reprisal agreements.

Lieberman is opposed to rewarding "intransigent behavior" and favors some type of penalty for unreasonable conduct. However, replacing all teachers in a large district isn't possible. A more feasible alternative is to try to discharge strike leaders, he suggested.

Misunderstandings

In one of the 93 separate NSBA convention clinics covering a variety of topics (12 of which dealt specifically with bargaining as opposed to such other subjects as budgets, principals, back-to-basics, opinion surveys, administrative teamwork, and education for the handicapped and gifted or talented student), two staff members from state school board associations lectured on failings of school boards—their misunderstandings and missed interpretations of collective bargaining.

Ronald Booth, director of management information for the Illinois Association of School Boards, and Bruce Taylor, director of labor relations for the New Jersey School Boards Association, warned board members that they need to prepare psychologically for negotiations, and offered some technical advice as well.

Booth told clinic participants that boards don't understand their own role in negotiations, and said they should, first of all, set parameters and priorities. He did not recommend that a board member bargain unless he or she already has the skills. Rather, the board ought to hire a negotiator and make sure he or she is trained.

Despite a preferably limited involvement, school boards need to understand collective bargaining and then make sure that their bargaining posture or position is unanimous. A 7-0 position on an issue (Illinois boards have seven members) is better than a 4-3 stand, he said. And the members should keep their positions confidential. They cannot afford to "play mediator."

Booth also said board members need to understand the difference between a union's overall needs and the individual needs of the employees they represent.

Otherwise, board members could be co-opted, lured into separate discussions with union leaders and thus weaken the board's position at the table.

School boards gravely misunderstand the sophistication of the collective bargaining process, Booth continued, referring to many "terrible" contracts in states where boards gave away settlements to unions. Those on the management side were "dedicated, honorable, misinformed people."

However, Booth warned that board members shouldn't go to extremes by either giving in to demands or to "giving nothing and making it retroactive." That only creates tension, he said.

He suggested that school board members often confused communication with giving in to demands. Bargaining does not necessarily improve communications, he noted. Bargaining in good faith is not the same as making concessions, he asserted.

Hostility Is Not Hard Bargaining

The first contract is probably the most important, he stated.

"Negotiations is the gradual process of losing," Booth explained, but a competent negotiator will "take 10 years to give away what you give away in one," he said. He advised board

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members to hold back on key issues and begin by trading off less important items. And they should save something for impasse.

"Don't throw away everything before the strike," he urged.

An early final offer destroys credibility, and boards who make that declaration too soon wind up making a last offer, a "last-last offer," and a "last-last-last offer," Booth told the board members.

Taylor of the New Jersey Boards Association warned the officials that they shouldn't approach bargaining with hostility in the belief that what they're doing represents hard advocacy for their position.

A new majority on a school board frequently carries a feeling that negotiations have "not gone well in the past" and think they have to be tougher than their predecessors.

"In most cases you have to be tougher than we have been generally," he admitted, but he warned that being tough does not mean being more hostile, or more irritating, or aggravating. These attitudes can produce worse contracts than those negotiated in a friendlier atmosphere, he said.

It can be useful to "indicate a little hostility or a little anger or a little sympathy or a little fear" in negotiations, because bargaining "is largely a psychological kind of process and it involves a lot of acting," Taylor said.

Professionals Not Necessary

A management attorney from Wisconsin and a superintendent from Nevada gave school officials advice on how to put their strategies together.

John T. Coughlin, of the Milwaukee-based law firm of Mulcahy and Wherry said boards ought to avoid setting ground rules in negotiations because:

► They are difficult to enforce;

► If the board violates them the union will let everyone know it; and

► Because of the time-consuming job of running the schools, it's possible management might have to cancel meetings.

If there are ground rules, they should be "elastic" because bargaining represents a working relationship and does not have to meet the stiff requirements of a courtroom proceeding, he said.

Above all, ground rules should never be incorporated into a contract, Coughlin said, because they could be subject to arbitration and the topic of an unfair labor practice and litigation.

If the parties reach tentative agreement on an item, each side should initial it and set down the date because there probably will be disagreements later on about the issues settled early. The signing should be at the table, without either party going off to type up a clean copy, Coughlin said. One or both parties could change position, get involved in internal debate, and possibly lose the settlement.

The parties should agree from the start on the choice of chief negotiators and how many persons will sit on each team, he said. Either team must be able to have floating members—special resource people who know about certain issues—who can be called on. They "won't clutter up the table" if they are on call, he said.

Who Should Negotiate?

In addition to the question of what kind of collective bargaining approach should be utilized in negotiations, teacher unions, and school districts in 1977-78 again explored the sensitive issue of the proper negotiators and their negotiating responsibilities.

Throughout the NSBA convention, speakers and audience participants in the council sessions for attorneys and negotiators, as well as in special clinics, debated who should be at the bargaining table and who should comprise management's team.

Some board members reported they could not do without a professional negotiator or lawyer, while others did their own negotiating and some said they were represented by administrators, such as superintendents. Other speakers strongly recommended against including superintendents on the bargaining team, because they have other work to do and should not be seen by teachers in an adversary role across the table. Board members occasionally indicated that superintendents were welcomed at the table.

Convention delegates, attorneys, and clinic participants generally agreed that whoever does the talking for the board should be an expert in collective bargaining. Some of the expertise is developed at the table, when board members or superintendents were suddenly forced to deal with a recently-emerged union, some speakers pointed out. Results of those sudden thrusts into bargaining varied.

In an NSBA Council of School Negotiators panel program on representation at the bargaining table, Alice Kreiman, a board member from Evanston, Illinois, reported that she had found little material available on the role of a board member in negotiations. But she suggested that since school members are responsible for deciding policies of a district, they should appear at the table.

In Evanston, a professional negotiator represents and speaks for the board, but is accompanied by the superintendent, the director of personnel, the business manager, a representative for the principals, and two to three board members. A superintendent is needed at the table to provide clarification, and the board members' presence supports the superintendent.

"Teachers should see the board as in control," Kreiman said. Board members' appearance at the bargaining table "underscores authority" of the board and indicates that the members are interested in the process and are there to protect the financial and educational needs of the district.

She believed in the need for a board presence but "equally fervently in the silence of that presence." Board members should listen, and may ask questions, "but refraining from comment is a must," she declared. Their silence also indicates support for the administrative staff (superintendent), she added, and board members can communicate before and after negotiating sessions.

Superintendents Should Stay Away

Roanoke, Virginia School Superintendent M. Don Pack told the negotiators: "There are advantages and disadvantages of being at the table and I recommend both of them." Having participated in negotiations (although he observed the Virginia Supreme Court has now become the only court in the county to bar public sector bargaining), Pack said he has preferred not to bargain. Much of the literature from NSBA and the American Association of School Administrators *(GERR 749:17)* advises superintendents to stay away from the bargaining table. This is a striking contrast to the advice the same organizations issued about 10 years ago, which declared superintendents had a duty to bargain in order to defend the community and its children.

Collective bargaining creates a "fluid, flexible situation," and superintendents can be caught between school boards and teachers if they participate. Pack outlined a list of reasons why superintendents should not negotiate:

► They have no time to be involved in negotiations;

► Their status can be damaged by bargaining directly with teachers;

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► Some superintendents are "psychologically unsuited" for direct bargaining;

► Principals would be better assigned to negotiate because the agreement usually affects them more than other management personnel;

► "Inevitably" a superintendent loses authority at the bargaining table because he or she becomes an equal of teachers and therefore subject to challenge from bargaining unit members;

► Superintendents can avoid "stinging criticism" if they are not at the bargaining table;

► Superintendents lack training in negotiations;

► Any decision a superintendent makes in negotiations "will irritate both sides";

► If a superintendent bargains, and if there is any subsequent deviation from the contract, the superintendent will be called "devious";

► A superintendent who negotiates should be prepared for bargaining in terms of age, health, stamina, voice, size, dress, and physical appearance, because of his/her high visibility position; and

► Even if a superintendent does not bargain, he or she still can provide information and thus hold onto a leadership role.

On the other hand, Pack said, a negotiating superintendent could exercise "total control of the management team and management viewpoint as chief negotiator." As the district's highest-paid official, a superintendent logically should be its chief spokesman, Pack said. And in small rural districts, boards have no one else to turn to, because they can't afford to hire a professional. Superintendents have the advantage of understanding the school power structure as well, Pack continued.

Superintendents should negotiate especially "if they are 65 years of age and planning retirement," because they have "nothing to lose." "He can tell everyone where to go and he can make such a grand exit."

"I don't want to be at the bargaining table . . . and I've got reasons for that. I like my job," he concluded.

Pros Should Do the Talking

Joseph A. Igoe, executive director of Thealan Associates, an Albany, New York negotiations service, advocated the use of a professional negotiator, telling the council of negotiators, "You don't want anyone practicing on your district."

And a professional negotiator is "not necessarily the local lawyer," Igoe said. "Be very careful of hiring the local lawyers . . . they tend to make bargaining a legal process and it is not."

A professional provides skills, he said: "Any damn fool can sit there and give it away." Igoe added that "it simply amazes me" that so many board members "come forward and volunteer to negotiate" despite lack of expertise.

If administrators are doing the bargaining and board members are present, "you have to be very careful that you don't zip the rug on your own administrator," Igoe warned. Superintendents can clarify issues, but a "very selective negotiating technique" is to ask questions of the teachers instead. Igoe also advised that individual board members refuse to talk to the union outside bargaining sessions *(GERR 754:18)*.

An assistant superintendent at the district outlined the advantages and disadvantages of hiring an "outsider" to bargain for a school district, pointing out that the job requires many personal strengths.

Patricia Clark, from Huntington Beach, Cal., told a clinic audience that if a board used an "insider," a school administrator, to negotiate, that person would need a special skill, temperament, and a labor law background. A district needs someone to carefully draft contract language, to avoid grievances down the road, and someone who will involve middle management "so they won't sell out down the road."

Principals could be sympathetic to management, but if they're not part of the management team they can't represent it, Clark warned.

Negotiators must work with split boards—a "common phenomenon"—on diverse issues, and so boards should develop "viable bottom lines" on their positions.

Collective bargaining requires someone with a special personality and "almost an inhuman degree of patience" and a negotiator has to endure much stress, long hours, and character assassination, Clark told school officials. The negotiator—especially if it is someone from the school administration offices—needs the time to bargain properly and has to be able to involve all of management.

Because of frustration and personal attacks, chief negotiators have a "rather high rate of turnover," Clark observed. An outsider faces suspicion on the part of the union, must rely on insights from others to understand some of the subtleties at the table, and has to learn about the idiosyncracies of the district in short time.

However, she listed the following benefits of hiring an outsider:

► It's "easier to change outside negotiators than inside administrators";

► A professional from outside is current on labor trends and already trained;

► Hiring an attorney to bargain saves the district money because he or she can perform other services;

► Union negotiators will recognize the expertise of a professional; and

► A professional will be accepted as the mouthpiece for the board and make negotiations "a less emotional battleground." *(GERR 755:19)*

Who Should be Part of the Bargaining Unit?

Public school management personnel should not be part of any formal bargaining unit according to a resolution adopted by the 110th annual convention of the American Association of School Administrators, about 17,500 of whose members met February 17-20 in Atlanta, Georgia. *(GERR 749:17)*

Scope of Negotiations

In an address to a joint session of the NSBA Council of School Attorneys and the newly formed NSBA Council of School Board Negotiators, Fred B. Lifton of Robbins, Schwartz, Nicholas & Lifton, predicted that the courts will continue to carve out areas of nonnegotiability in the public education scope of bargaining, while impasse arbitration will attract more supporters and gain favor in legislatures as an alternative to the right to strike *(GERR 754:17)*.

State courts have produced a variety of decisions in the past year that indicate a tendency to "nibble away" at the scope of bargaining in education, he said. In addition, they are identifying more areas as nonnegotiable subjects or, as in Illinois, where there is no collective bargaining law, declaring that boards cannot relinquish their nondelegable, statutory power to run the schools through the execution of a contract.

As an example, Lifton cited a recent case in Illinois' South Stickney School District in which an appellate court held that a school board could not give up statutory authority to grant sabbatical leaves to a special committee established by a contract *(GERR 744:11)*.

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No Significant Trends

In 1977-78, there were no significant trends in determinations of whether subjects were mandatory or permissive bargaining issues.

In one controversial area, the Connecticut Labor Board ruled that a dress code for teachers is a major condition of employment and thus a mandatory bargaining subject—not an educational policy a school board may unilaterally promulgate or change. The Board ordered the Enfield Board of Education to reinstate the dress policy it had before notifying teachers on August 24, 1976 of a new dress code and to bargain with the Enfield Teachers Association over any dress code standards *(GERR 754:10)*.

In Alaska, the state's Supreme Court listed the following items as nonnegotiable: class size, use of paraprofessionals and other aides, teacher evaluation of administrators, and school calendar.

On the other hand, the court stated that salaries, fringe benefits, hours worked, leave time, and more than 30 other issues are negotiable because they deal directly with the economic well-being of employees.

The court explained that it was forced to take a narrow view of the statutory scope of bargaining because the legislature did not indicate which subjects it wanted to be negotiated *(GERR 742:9)*.

In 1977-78, the Massachusetts Supreme Court wrestled with vexing issues involving the appointment and transfer of principals.

Affirming a lower court order, the Massachusetts Supreme Court ruled that the transfer requests of incumbent principals is not an exclusive managerial prerogative and that the School Committee of Boston must comply with an arbitrator's ruling ordering the approval of the transfers *(GERR 729:1, John Bradley vs. School Committee of Boston;* Mass Supreme Court, July 11, 1977).

In another Massachusetts Supreme Court ruling, the court ruled that a contractual stipulation that supervisory and professional job vacancies be filled by persons already on the payroll—if their qualifications and experience match "those of any other applicant"—does not dilute a school board's exclusive, nondelegable right to appoint a principal.

Accordingly, the court affirmed a ruling that exonerated a school committee from submitting a personnel decision to arbitration at the insistence of the Berkshire Hills Education Association. *(GERR 746:15, Berkshire Hills Regional School District Committee v. Robert J. Gray, Jr. et al;* Mass SupCt, November 17, 1977.)

Time Clocks in Montana

Meanwhile, in Montana, the state Supreme Court ruled that before the Board of Education for Silver Bow County could take any steps to substitute time clocks for sign-in sheets as a means of reporting attendance, it must submit the issue to arbitration.

Affirming a district court ruling in favor of the Butte Teachers' Union Local 332, the court rejected the school board's contention that the change was a nonmandatory arbitration matter and that "implementing of time clocks constituted a mere substitution of one procedure for another" as allowed under the contract *(GERR 728:14, Butte Teachers' Union, No. 332 v. Board of Education of School District No. 1,* Silverbow County; Montana SupCt, No. 13603, July 29, 1972).

CONTRACT SETTLEMENTS

The following are accounts of 1977-78 contract settlements between teachers and school boards in ten of the largest school systems in the country:

Chicago—By a vote of 16,094 to 1,478, members of the Chicago Teachers Union voted October 6, 1977 to accept the two-year contract CTU bargained with the Chicago Board of Education raising pay of the system's 26,000 teachers an average 5 percent this year and 5 percent next and providing that teachers with the least seniority be transferred first in the event of declining enrollments *(GERR 729:15; GERR 731:18)*.

Philadelphia—By a majority vote, members of the Philadelphia Federation of Teachers (Local 3 of the American Federation of Teachers) agreed to end their work stoppage against the city's board of education. The strike had idled approximately 13,000 teachers in the largest school district in Pennsylvania, and got under way on September 1, 1978, amid a flurry of strike activity and settlements in smaller school districts located in the western part of the state *(GERR 775:16)*.

The new contract is two years in length as was the outgoing arrangement between the parties that expired August 31 *(GERR 674, B-10)*. No raises will be granted during the first year of the new agreement. Three raises of 5 percent each will be provided at intervals during the second year for a total second-year increase of 15 percent. This raise schedule will bring the average rate up from $19,500 to $22,425 per year. The school board has agreed that the 2,200 or so teachers who had been laid off last year would be recalled no later than February 1979 *(GERR 776:20)*.

Boston—Boston, Massachusetts teachers defied their union leadership and voted to accept a city school committee contract offer that will provide pay raises of 5 percent in each of the next two years and sets maximum classroom size at 36 pupils. The union, demanding pay raises of 6.5 percent and a pupil maximum of 28, had recommended by a unanimous vote of its 17-member executive board that the membership reject management's offer. The membership voted 1,708-1,353 in favor of accepting the school committee's contract offer.

Boston's 5,000 teachers and 1,800 teacher aides are represented by the Boston Teacher's Union, a local of the AFL-CIO-affiliated American Federation of Teachers. Union president Henry Robinson, commenting on the vote, reportedly said that the vote weakens the union's bargaining position because it undercuts union leadership. He said too few of the union's rank-and-filers are involved in the union's

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activities throughout the school year, and that these "once-a-year-people" had turned the vote against the leadership.

Because Boston teachers worked without a contract in 1976, their last agreement ran from September 1, 1976 to August 31, 1978. The old contract provided for a $300 across-the-board increase in the salary schedule. Teachers holding a B.A. received a salary increase from $10,358 to $10,658 and the salary of a B.A. step nine teacher increased from $17,583 to $17,883 *(GERR 725:20; 778:18)*.

Detroit—Teachers in Detroit reported for duty four days before members of their union—the Detroit Federation of Teachers, AFT—voted to accept a one-year agreement with the city's board of education that provides a 6 percent salary increase. The DFT leadership secured ratification on Saturday, September 9, 1978. On the prior Sunday, September 3, union members had assembled in Cobo Hall and voted to begin work September 5, pending formal ratification.

Besides the 6 percent salary increase, the new contract reduces by one-half the amount of time a teacher must work to earn a length of service bonus. Teachers now are eligible for a bonus of $150 after 15 years of service, instead of 30 years. The agreement also contains improvements in fringe benefits, such as a broad-based dental program and comprehensive health insurance. The 6 percent wage increase sets the top rate for a teacher with a bachelor's degree at $19,696 and for a teacher with a master's degree at $22,553.

Approximately 216,000 pupils are enrolled in the Detroit school system. It is the fifth largest in the nation and the largest in Michigan. Several other communities in the state, however, have reported that settlements were reached only after disruptive job actions by teachers' unions.

Last year's Detroit contract called for a 3 percent increase in salaries *(GERR 777:18)*.

San Francisco—The first contract bargained by an exclusive representative of San Francisco's 4,700 teachers under the state's school employee bargaining law *(RF51:1414)* was unanimously approved by 4,000 teachers September 11, paving the way for the fall opening of schools the next day which had been postponed a week during negotiations. Reached after a 22-½ hour negotiating session with San Francisco Mayor George Moscone, the two-year agreement calls for an immediate 8 percent pay increase, restoration of pay increments based on seniority and education, a binding grievance arbitration procedure, and a reopener on pay and fringes next year. San Francisco teachers presently earn a minimum of $9,375 and a maximum of $20,080. Increments were frozen two years ago, and the teachers did not receive a pay raise last year. The new increases will range from $800 to $1,600 a year *(GERR 726:16)*.

Oakland—Students in Oakland and Fremont, California, were back in their classroom as striking teachers in both Alameda County jurisdictions accepted three-year agreements from their respective school boards and returned to work. The walkout by nearly 3,200 members of Oakland Education Association which began November 3, 1977 *(GERR 734:18)* ended on November 15, 1977 when strikers voted 1,200 to 500 to accept the school district's offer. The agreement, as ratified, provided covered employees with an initial increase of 6 percent across-the-board retroactive to October 15, and anniversary raises of 5 percent in both 1978 and 1979. The initial increase set the starting rate for a teacher with four years' preparation at $9,257, and a top rate for an experienced instructor with six years' of preparation at $18,530. The bonus for an instructor with a doctorate or equivalent went up from $1,224 to $1,297. Binding arbitration has been established as the final step in grievance pursuit. The OEA succeeded in securing an agency shop payment from new members and in receiving a guarantee from the school board that classroom size would be reduced by two students over the term *(GERR 735:21)*.

New Orleans—New Orleans' 5,600 teacher and professionals who struck August 30 for eight school days roared their early morning approval of a one-year reopener settlement for a 7 percent pay raise and expanded hospitalization coverage from 50 to 80 percent and proceeded to reopen the system's 140 schools September 11.

Under the contract, a new teacher with a B.A. will be paid $10,803 a year, a $707 increase, and the board will pay 80 percent of hospitalization insurance, or $90 a year. At the top end of the scale a teacher with a doctorate and 12 years' experience will earn $16,425 a year, a $1,175 increase. The approximately 800 teacher aides will receive a raise of $600 a year. The board also settled with the Teamsters for a 7 percent raise for the 800 school bus drivers and maintenance workers who also struck. "There is no makeup time, which means the dollars you lost are lost," union president Nat LaCour told the teachers, most of whom were on strike eight school days at a cost of about $67 a day. They were eligible for loans from the union, however, and LaCour said the walkout was 80 percent effective and "established strike credibility" that will loom large in future negotiations. "Next year there will be another raise, fringe benefits, and improved working conditions," he promised *(GERR 778:17)*.

Washington, D.C.—Teachers, who are represented by the Washington Teachers Union (AFT), received starting salaries of $11,824 in 1977-78. The maximum salary for a teacher with a B.A. will be $19,765. The range for other teachers on the salary schedules is: $12,412 to $20,949 for teachers with a B.A. plus 15 credits; $13,008 to $23,065 for a B.A. plus 30 credits or an M.A.; $13,602 to $23,672 for an M.A. plus 30 credits; and $14,197 to $24,445 for teachers with an M.A. plus 60 credits or a Ph.D.

No fringe benefits were negotiated this year *(GERR 733:19)*.

Seattle—In 1977, Members of the Seattle Teachers Association overwhelmingly ratified a new two-year bargaining agreement. The pact features first-year total package increases ranging from 7.8 to 10.4 percent and holds the line on seniority protection in layoff and transfer that were won by the union after a 10-day strike in 1976 *(GERR 678, B-17)*. Ratification by the 4,000-member STA came just one day before classes were scheduled to begin in the 59,000-pupil school system.

As ratified, the salary agreement is basically that offered by the school district, and meets the state guidelines of 5.1 percent for all other—but the sweetener is in the fringe benefit boosts. According to STA chief negotiator Warren Henderson, the total package increase during the first year comes to 7.8 percent for teachers, 9.4 percent for clerical and office personnel, and 10.4 percent for teachers aides. The benefit package reportedly comes to a boost of $336 per year for each employee. Under the old agreement, a beginning teacher's salary was $10,400, average salary was $17,000, and the maximum salary was $19,000 *(GERR 726:16)*.

St. Louis—The St. Louis, Missouri Teachers Union voted 169 to 114 in 1971 to "reluctantly accept" a contract offer from the school board, but reserved the right to reopen salary negotiations in January. The union, Local 420 of the American Federation of Teachers, represents about 4,000 teachers and approximately 1,000 nonteaching school personnel.

The pact calls for a $250-a-year increase and provides for reinstatement of 177 teachers laid off by the board in August. The board had agreed previously to rescind the layoffs. Non-

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teaching personnel will receive a 4.5 salary raise *(GERR 726:19)*.

Briefly Noted Settlements

Listed below are contracts involving teachers in other major school districts in the United States:

Akron, Ohio—The Akron Education Association and the Akron school board signed a new three-year contract last fall covering some 2,100 teachers with a 5 percent pay increase retroactive to July 1, 1977 and a 4 percent raise on July 1, 1978, with a reopener in the third year. The new base salary for a teacher with a bachelor's degree goes from $9,960 to $10,460, while the maximum, with 12 years' service and a B.A., is $17,100, compared with $16,290 under the expired agreement. The new base for M.A.s is $11,380, up from $10,840, and the maximum after 12 years for an M.A. is $19,490, up from $18,560. For a teacher with a master's and 18 credit hours, the base increases from $11,330 to $11,900 this year; teachers at the top of the M.A.-plus-18 scale will receive $20,000 this year, up from 19,050 *(GERR 735:19)*.

Albuquerque, N.M.—Teachers in Albuquerque, New Mexico ratified terms of a contract wage reopener that increases base pay by 4.5 percent and boosts top-of-scale pay by 10.5 percent. The Albuquerque Classroom Teachers' Association, which represents a bargaining unit of 4,050 employees, bargained a new contract last year that provided for pay and language changes. This year's bargaining is for wages only, while next year's contract will be open for both language and economic terms.

Under the old contract, base pay was $10,000 per year, and top-of-scale pay, for an MA degree plus 45 credits, was $17,425 annually. The new contract raises the base to $10,450, increases MA plus 45 credits to $18,700, and adds another step to the scale, a PhD. step, which pays an annual salary of $19,250 *(GERR 766:17)*.

Dade County, Fla.—Teachers in Dade County, Florida approved a new three-year contract between the county school board and the American Federation of Teachers' United Teachers of Dade that represents a "redirection" and indicates "the trend of the future," reported Pat Tornillo, UTD executive director. Tornillo said the contract was "a rather innovative one" because of the inclusion of such subjects as a teacher education center, faculty councils, and academic freedom. There were no salary increases because this year's pay increase (9 percent) had been negotiated previously; the contract called for economic reopeners in March 1978 and March 1979. However, the pact required that a teacher education center be set up by July 1, 1978 to handle all in-serve and pre-service staff training *(GERR 737:18)*.

Indianapolis—Members of the Indianapolis Education Association ratified a one-year contract with the Indianapolis Public Schools on November 8, 1977 with a 5 percent pay raise and a total cost of 7.73 percent. The city's 3,900 teachers earned salaries ranging from $9,000 to $17,400 for those with M.A. degrees and 19 years' service. The 7.7 percent package provided a 1 percent pay raise retroactive to August 1, 1977 and a 4 percent raise last January 30, 1978. Teachers who would not receive an experience increment received a $100 lump sum payment. Major medical insurance coverage increased from $15,000 to $20,000, with improvements in sick leave and retirement *(GERR 736:20)*.

Kansas City, Mo.—In March, the Kansas City Federation of Teachers unanimously ratified a one-year agreement for school year 1977-78, and the board unanimously accepted it the following day. In addition to a 4 percent across-the-board salary increase for the district's 2,400 teachers and paraprofessionals, most teachers also were granted the normal 3 percent increment for an additional year of seniority. The contract also lengthened the 181-day school year to 185 days this year, increased hospitalization paid for by the district, established a procedure for teacher disciplinary transfers, provided that no teacher may refuse to accept an assigned student into class, and separated district teachers and paraprofessionals into two bargaining units. Beginning teachers with a B.A. degree will earn $9,600 a year, compared with $9,231 under last year's contract, and highest paid teachers' salaries will range from $17,917 to $18,609 compared with $17,893 last year *(GERR 753:20)*.

Minneapolis, Minn.—The average salary of Minneapolis, Minnesota's 2,400 teachers went up from $16,807 in the 1976-77 school year to $17,919 this year retroactive to last fall and to $18,972 for the 1978-79 school year as the result of a new two-year agreement negotiated and ratified by the Minneapolis Federation of Teachers, AFT Local 59 and approved by the Minneapolis School Board February 7 *(GERR 748:17)*.

Oklahoma City—A new contract giving Oklahoma City, Oklahoma public school teachers more than $1,200 in salary and benefit increases for 1978-79 was ratified on August 21.

The agreement gives the district's 2,200 classroom personnel a $740 annual pay raise, with an additional $500 to be placed in a tax-sheltered retirement fund. The salary increase raises the average teacher's wage to about $12,572, with a salary range from $9,821 for a new teacher with a B.A. to $15,294 for a teacher with a doctorate and 18 years of service. The district also will pay $10 per month toward each teacher's health insurance, and teachers who retire at age 62 or after will collect $5 for each day of unused sick leave *(GERR 775:15)*.

Pittsburgh—The Pittsburgh Federation of Teachers and the Pittsburgh Board of Education arrived at settlements for three two-year contracts. The contracts, which became effective in September 1978, will affect the salaries of some 3,800 teachers, some 900 paraprofessionals, and about 75 technical-clerical workers.

Rufus Jordan, vice president of the federation, told *GERR* that the teachers' contract, which comes to nearly $15 million, will provide for a maximum raise of $2,300 spread over the life of the contract for teachers with master's degrees. The $2,300 will be disbursed in two increments. The present top salary of $20,300 increased to $21,000 in September 1978 and in January 1980, will increase to $22,600. Jordan reported that beginning teachers with bachelor's degrees who now earn about $10,500 did not receive an increase in September, but will receive a salary boost to $11,500 in January 1980. The contract was ratified on the night of June 29 *(GERR 767:16)*.

Portland—Teachers in Portland, Oregon, ratified a new two-year agreement that makes adjustments for a reduction in the school year caused by citizens' defeat of a school levy in spring, 1977. Roger Gray, a National Education Association UniServ consultant for the Oregon Education Association, reported that teachers in the Portland Education Association's unit of 3,181 will receive average pay increases of 5 percent.

A negotiated 7.5 percent first-year increase has been adjusted downward to reflect the loss of five school days. Actual raises will range from 3.08 percent to 6.11 percent, including increments in 1977-78. Teachers with bachelor's degrees received a base pay of $9,615 last year and would have received $10,176, as negotiated, but the defeat of the levy lowered the salary to $9,911, according to Gray. Those with a B.A. plus 45 hours toward a master's got $10,155 last year and would have received $10,747 this year; the "adjusted" salary is $10,468. Next year, the contract automatically restores the

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five school days, along with a 4 percent pay raise, and adds increases of 6.5 to 9.5 percent in cost-of-living adjustments. State aid will provide the funds for the second-year pay restoration, Gray explained, but the school board still hopes to try to raise money through another levy or a tax base increase.

Teachers will be able to file class action grievances instead of just individual grievances under the new pact. Postings of vacancies are provided for the first time. The contract increases fringe benefits distributed under a health and welfare trust fund—medical, dental, hospitalization, group term life, and others—by $12.50 a month. A "major breakthrough," according to Gray, is an agreement that the trust will pay out $30 a month for hospital and medical coverage to early retirees who have reached 60 years of age and accumulated 15 years' service in the Portland School District. The payments will take care of those costs until Medicare takes over *(GERR 732:26)*.

St. Paul—Just before entering arbitration to break a negotiations deadlock, the St. Paul Board of Education and the St. Paul Teachers Federation settled on a new contract for the city's 2,400 teachers, librarians, and counselors that provides a total wage-fringe increase of 13.22 percent over two years. Retroactive to July 1, 1977, the agreement provided slightly more than a 4 percent pay increase at each step of the 1977-78 pay scale and about 3.5 percent at each step next year, according to Jerry Scribner, executive secretary for the federation (Local 28 of the American Federation of Teachers). Pay for teachers with a B.A. ranged, with the new settlement, from $9,950 to $17,050 in 12 steps and for those with an M.A. from $10,950 to $21,100 in 13 steps. Beginning July 1, the salaries will range from $10,400 to $17,750 for B.A. holders and from $11,400 to $21,850 for teachers with a master's degree. The federation was able to retain fully paid hospitalization for employees and 50 percent coverage for their dependents, Scribner told *GERR*, in addition to securing half an hour per day in preparation time for elementary teachers (Local 28 preferred an hour) and a strengthened procedure, using seniority, for layoffs and transfers *(GERR 751:22)*.

MAJOR BARGAINING ISSUES

In these days of Proposition 13 and declining enrollments, it is not surprising that economic issues remain number one on the minds of most teachers. Here are some legal developments involving salary disputes between teachers and school districts last year:

► The Illinois Appellate Court for the Second District ruled that the Lake County school board had the authority to execute a five-year agreement with the Libertyville Education Association and to agree to pay automatic cost-of-living adjustments during the last four years of the contract. The state code in Illinois, which has no collective bargaining law for public employees *(RF51:2211)*, empowers school boards to appoint teachers and determine their salaries, the court points out, and no statute prohibits a board from extending a contract term beyond one year *(GERR 749:15; Libertyville (Ill.) Education Association v. Board of Education of School District* No. 70, Lake County; Ill. AppCt, 2d Dist. No. 76-109, December 31, 1977).

► The California Supreme Court upheld a trial court's decision that school teacher John Christenson should receive credit for his teaching experience in both private and public schools in the determination of his salary. The court ordered the issuance of a peremptory writ of mandate directing the Palos Verdes Peninsula Unified School District, which hired Christenson, to place him on the salary schedule in the class and step equivalent to his experience in private and public school teaching *(GERR 777:14)*.

► The New York Court of Appeals ruled that a tie-in provision in a school administrators' contract linking salaries with those of teachers does not violate public policy, despite the employer's contention to the contrary. A contract clause providing for continuation of the tie-in language until modified is not illegal either, the court decided, for the provision has not hampered the board in its bargaining *(GERR 759:13, Niagara Wheatfield Administrators Association vs. Niagara Wheatfield Central School District;* NY CtApp, No. 112, March 28, 1978).

► Arbitrator Douglas V. Knudson held that an employer did violate an agreement when it withheld one-half day of salary from a teacher for May 27, 1976 when she acted as a field trip chaperon *(GERR 742:25, Flambeau (Wisc.) Joint School District No. 1 and Northwest United Educators Sept. 5, 1977)*.

Class Assignments

Following economic issues, class size is by far the second largest issue now facing teachers, according to a report by the National Education Association.

Parents too, are concerned and in Holly, Michigan, where there are only 170 teachers for 4,434 students, parents brought their children with signs to join the teachers' picket lines.

Class size and class assignments in general, usually involve contractual interpretations of such matters as teacher workload, job posting qualifications, transfers, and vacancies. Listed below are developments in these areas in 1977-78:

► A teacher who was denied negotiated contract privileges should be allowed to exercise her right of indicating preferences in fall 1978 assignments based on area of competence and seniority, as well as on education and subject to needs of the school district and racial balance, arbitrator Eamonn Barrett ruled *(GERR 773:27, San Francisco (Calif.) Federation of Teachers Local 61 and San Francisco Unified School District;* AAA Case No. 73-30-0033-78, May 30, 1978).

► A school board violated terms of a contractual agreement by refusing to allow the transfer of a teacher, arbitrator Arlen Christenson ruled. The teacher was the first qualified applicant and should have been appointed to the vacant position *(GERR 751:30, Madison (Wisc.) Teachers and Madison Metropolitan School District, City of Madison, Villages of*

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Maple Bluff and Shorewood Hills, Towns of Madison, Blooming Grove, Fitchburgh, Burke, and Westport; and Board of Education of Madison Metropolitan School District, City of Madison, et al., Dec. 30, 1977).

► In the Taylor School District, vacancies must be posted and filled by regular applying teachers within the school district before temporary teachers are eligible for appointment, arbitrator Keith Groty held *(GERR 730:22, Taylor (Mich.) Federation of Teachers and Taylor School District;* AAA Case No. 54-39-9752-76, May 12, 1977).

► The transfer and reassignment of two teachers in Wisconsin, due to the imbalance of the pupil-teacher ratio, did not violate the collective bargaining contract, arbitrator Edward Hales held. Although the transfer did not involve quitting, retirement, or termination, the school district interpreted the transfers to apply under the contract's terms of "professional staff vacancies," he said *(GERR 755:31, Neenah Joint School District and Neenah Education Assn.*, FMCS Case No. 77K08779, Jan 13, 1978).

► The refusal by two teachers to attend "open house" cannot be cause for discipline or reprimand, arbitrator Richard H. Siegel decided (*GERR 768:25, Chardon (Ohio) Board of education and Chardon Classroom Teachers Association,* AAA Case No. 53-39-0021-78, April 28, 1978).

► But in a case involving mandatory attendance by teachers in an annual "Night in School" program designed to establish general parent-teacher relationships, the Westchester County (N.Y.) Supreme Court found that the absent teachers participated in a strike and were justly fined. The court concluded that the "Night in School" was part of the school curriculum and attendance was both a professional duty and responsibility *(GERR 777:8, In the Matter of the Application of Frank P. Suppra, et al. vs. Robert L. Landau, et al;* N.Y. Supreme Court, Case No. 5230/76, June 16, 1978).

► A Board of Education violated a collective bargaining agreement when it assigned class sizes exceeding 150 maximum per week. One science teacher received compensation of $1,465.59 for additional work (*GERR 777:25, Buffalo Board of Education and Buffalo Teachers Federation;* PERB Case No. A77-331, June 6, 1978).

► A school board violated a collective bargaining contract when it assigned teachers in high school to central detention assignment in 1976-77 without regard to the contract limit on such assignment, arbitrator Jonas Silver ruled (*GERR 726:22, Board of Education of Vernon Township and Vernon Township Education Association,* AAA Case No. 18-39-0125-77G, June 11, 1977).

► In the North Allegheny School District days lost due to bad weather and energy shortages could be rescheduled without further reimbursement to teachers according to arbitrator Thomas J. McDermott. (*GERR 726:23, North Allegheny (N.J. School District and North Allegheny Federation of Teachers Local 2097,* June 1, 1977).

► The Illinois Impasse Board denied a grievance to a teacher who was told that her extracurricular work as teacher-coordinator interfered with her job as teacher. In matters of assignment, the board of education has authority to rule except when it has been established that the board has not acted fairly or in a discriminatory manner, the Impasse Board said. Upon review of the facts, the Board decided that there was no basis for any such finding (*GERR 748:16, Board of Education of Proviso Township High School, District No. 209, Cook County, Illinois and Local 571, American Federation of Teachers;* Impasse Board of Illinois, November 30, 1977).

► An Association's charge that an employer failed to comply with California's Rhodda Act's requirement for granting released time for negotiations was turned down by a hearing officer. The Act, according to the hearing officer, did not state that "employee representatives have the right to released time for all time spent in negotiations." Since the employer was flexible and did grant released time, the hearing officer held there was no violation and the employer had complied with his obligation to furnish released time in the contract (*GERR 727:28, Yuba City Unified Education Association* v. *Yuba City Unified School District* (Case No. S-CE-24, EERB Decision No. HO-U-4, May 6, 1977).

► An arbitrator upheld the grievance of a teacher who was transferred from high school to junior high and denied the post of social studies teacher at the high school. Although the grievant was granted tenure without certification in special education, he was certified in social studies but did not have tenure. Since the teacher was disadvantaged by the transfer to the junior high school, the arbitrator ordered the school district to return him to the high school as a special education teacher taking whatever steps were necessary for certification and seniority retroactive to his initial assignment as special education teacher. *(GERR 768:25, Rochester (N.Y.) City School District and Rochester Teachers Association;* PERB Case No. A77-252, Apr. 10, 1978).

► In a decision involving Rochester, Minnesota teachers, the board of education adopted a calendar for the 1977-78 session that eliminated a teacher work day at the end of the second semester. Finding that the elimination of a similar day at the end of the current sessions by the Rochester Board of Education is unilateral and properly grievable, arbitrator Robert F. Grabb said that the school district violated their 1975-77 contract by setting up a calendar for 1977-78 minus a teacher work day at the end of the second quarter (*GERR 733:18, Rochester (N.Y.) Independent School District #535 and Rochester Education Association;* Minnesota Bureau of Mediation Services, Case No. BMS-78-PP-2-A, September 22, 1977).

► A teacher's transfer to Santiago Junior High School was considered to be involuntary rather than an administrative transfer by arbitrator Leo Weiss because the school board failed to present evidence that the teacher was informed at the time that the school district considered it to be administrative in nature. As a remedy to the situation, the arbitrator ordered that the coordinator of special education offer the teacher the choices that should have been available to her on August 31, 1977 and fulfill all other contractual requirements (*GERR 773:27, Orange (Calif.) Unified School District and Orange Unified Education Assn;* May 31, 1978).

► The Swartz Creek (Mich.) Community School Board violated the collective bargaining agreement by scheduling split classes in the elementary schools at the beginning of the 1977-78 school year, arbitrator Nathan Lipson ruled. (71 *LA* 323; 70 *LA* 1185).

Tenure and Seniority

In last year's Special Report, it was noted that perhaps no labor relations issue in the last ten years had caused greater concern and interest among classroom teachers than tenure. Judging from the deluge of litigation on this issue last year, tenure still remains a prime concern of teachers and school administrators.

Here are some of the most noteworthy developments:

The U.S. Court of Appeals for the Seventh Circuit reinstated a lawsuit filed by a Cook County, Ill. high school teacher who was forced to retire at age 65. State law provided that the tenure protection of public school teachers ended at age 65 and that any subsequent employment was on an annual basis. The court remanded the suit so that the state will have the opportunity to show that the forfeiture of tenure for teachers age 65 and over is justifiable and rational (*GERR*

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742:12, Gault v. Garrison, et al.; CA 7, No. 74-1579, December 20, 1977.)

The U.S. Court of Appeals for the Tenth Circuit found that the failure of the Harrah, Oklahoma Independent School District to renew the contract of one of its tenured teachers was unconstitutional, amounting to a "deprivation of property and liberty without due process of law." The teacher's right to continued employment arose under contract and under Oklahoma tenure law and amounted to a property interest of constitutional importance, the court declared (*GERR 771:14, Mary Jane Martin v. Harrah Independent School District;* CA 10, No. 76-1813, June 30, 1978).

The Montana Supreme Court ruled that a school board's refusal to reappoint a nontenured teacher several years ago was not subject to arbitration because selection of teachers, under state law then in effect, was a decision reserved for school boards alone (*GERR 751:15, Wibaux Education Association v. Wibaux County High School et al.;* Mont. Sup. Ct., No. 13705, January 18, 1978).

In a case of first impression in Florida, the State's Second District Court of Appeals ruled that a school board cannot enter into a collective bargaining decision under which the board's decision not to reappoint a nontenured teacher must be based upon "proper cause." Such an agreement would be against public policy of Florida, the court said (*GERR 770:9, Lake County Education Association v. School Board of Lake County, Florida;* Fla. Ct. App., 2nd Dist., Case No. 77-386, June 28, 1978).

Tenure no longer protects school principals in Maryland from being demoted to a teaching job without a formal hearing, according to a State Board of Education ruling. The board ruled last February in a Carroll County case that school employees have "only tenure as teachers and not in any more elevated positions."

The New York State Parent-Teachers Association called for the elimination of the teacher tenure system and suggested substituting five-year renewable contracts.

Teachers and Constitutional Rights

The extent of a teacher's free speech rights was hotly debated in several legal forums last year:

► The U.S. Supreme Court has agreed to review the issue of whether a school district may refuse to renew the teaching contract of a black Mississippi school teacher because she complained privately to her principal about allegedly discriminatory school policies. The Court will review a ruling by the U.S. Court of Appeals for the Fifth Circuit that the Mississippi teacher's communication with her principal was outside the free speech protection of the First Amendment to the U.S. Constitution. The Fifth Circuit held that teachers are protected against dismissals for critical statements about school policies only when such statements are made in a "public forum." (*GERR 755:11, Givhan v. Western Line Consolidated School District:* No. 77-1051)

► Constitutional guarantees of free speech prohibited a Harford county school superintendent from penalizing a teacher for a speech supporting a strike, a unanimous Maryland Board of Education ruled, in directing that Churchville elementary school teacher George B. Brown be reimbursed for the three days that he was suspended and that references to the suspension be expunged from his record. *(GERR 729:20).*

► In New London, N.C., teacher Michael Smith alleged that North Stanley High School violated his constitutional rights by firing him for speaking out about the daily prayers being led over the school's public address system. The suit also charged slander and libel by community leaders who allegedly called him "dangerous" and a "devil worshipper." Smith sought reinstatement and $1.5 million in damages.

► Florida's First District Court of Appeals upheld a Duval County Circuit Court order that teachers have no constitutional right to use school facilities for distribution of union material but reversed that part of the circuit court's order which, because of its "broad language," might prevent teachers from discussing among themselves criticism of the school board administration (*GERR 773:16, James W. Geiger and Duval Teachers v. Duval County School Board;* Fla. Ct. App., First Dist., No. DD64; March 30, 1978).

Other constitutional questions involving teachers and labor relations that surfaced or re-surfaced last year involved pension, access to personnel files, rights of aliens, rights of transsexuals, and dress code regulations:

► The U.S. Supreme Court let stand a February 1977 ruling by the Indiana Supreme Court outlawing pension plans that pay smaller monthly benefits to women than men. The Court refused to hear the appeal of the Indiana State Teachers Retirement Fund, which claimed that the differing benefits are based on standard mortality tables. The state court had ruled that the pension plan violated the Equal Protection Clause of the Fourteenth Amendment as well as the equal privileges guarantee of the state constitution. (1977 DLR 192: A-11)

► Certified substitute teachers are entitled to review contents of their personnel files under a contract provision giving each employee the right to review all material in his or her personnel files, notwithstanding an employer's contention that substitute teachers are not members of bargaining unit, arbiter Arnold B. Peterschmidt ruled. *(Tacoma School District No. 10 and Tacoma Association of Classroom Teachers,* FMCS Case No. 77K/14017, July 11, 1977) (69 LA 34)

► The U.S. Supreme Court will review this term the issue of whether a New York State law barring aliens from employment as public school teachers violates the Equal Protection Clause of the Fourteenth Amendment. In 1976, a three-judge panel of the U.S. District Court for Southern New York held that the law prohibiting aliens from teaching unless they have applied for U.S. citizenship was unconstitutional. (1977 DLR 192: A-12, *Nyquist v. Norwick,* No. 76-808).

► The New Jersey Appellate Division of State Superior Court ruled last February that a 58-year-old transsexual dismissed from a teaching position because of a sex change operation was entitled to a disability pension. The court did not dispute Mrs. Paula Grossman's argument that she was "mentally and physically fit to perform her duties." However, the court said, "no school district will employ her because of her transsexual status and the feared effect it may have on the students if she were called upon to teach. Since Mrs. Grossman was "obviously incapacitated within the eligibility definitions of the state pension laws, she therefore deserved the monthly pension from the statewide Teachers Pension and Annuity Fund, the court ruled. The verdict was the first favorable one Mrs. Grossman has received in the courts since she was fired as a music teacher in the Bernards Township school system in August 1971.

► In further developments of a case reported in last year's Special Report, the U.S. Court of Appeals for the Second Circuit ruled in an en banc opinion that a school board may impose reasonable regulations governing the appearance of the teachers it employs. Richard P. Brimley, teacher of English and film-making in the East Hartford public high school, objected to the dress code that required him to wear a shirt and tie with a sport jacket. Brimley wanted to wear a turtleneck sweater or open-necked sport shirt with a jacket. He convinced the school board that an informal attire was appropriate for his film-making classes but failed to win the approval of it for his English classes. The court rejected Brimley's claim

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that the "liberty" interest grounded in the due process clause of the Fourteenth Amendment protected his choice of attire and refused to expand First Amendment protection to include a teacher's "sartorial choice." (*East Hartford Education Association v. Board of Education of the Town of East Hartford,* August 19, 1977, No. 76-7005)

Maternity Leave

The issue of maternity leave for teachers that has produced so much litigation in the last five years may be significantly affected by legislation recently enacted by Congress.

After months of debate, Congress passed S.995, a bill prohibiting employment discrimination on the basis of pregnancy. The legislation amended Title VII of the 1964 Civil Rights Act by adding to Section 701 a new subsection (k), which clarifies that the prohibitions against sex discrimination in the statute to include discrimination in employment based on pregnancy, childbirth, or related medical conditions. The legislation was intended to overturn the Supreme Court's 1976 decision in the *Gilbert* case in which it held that disability benefit plans that exclude pregnancy do not discriminate on the basis of sex in violation of Title VII.

In 1977-78, there were several public sector legal developments that involved the issues of whether pregnant women were entitled to sick leave benefits or required to take maternity leave, terminations due to pregnancy, and pregnancy as a temporary disability.

First, here are decisions of three U.S. courts of appeals involving the maternity issue:

► A case in which a federal district court found unlawful a school board's refusal to permit a female teacher to use accumulated sick leave for absence due to pregnancy was remanded in light of U.S. Supreme Court's decision in *General Electric Co. v. Gilbert* (13 FEP Cases 1657) for consideration whether (1) permitting sick leave to be used for pregnancy would cause a drastic increase in the cost of providing paid sick leave, (2) the type of medical problem suffered by the teacher would be considered "personal illness" rather than "maternity leave" under the school board's collective bargaining contract, and (3) the school board's facially neutral plans has a discriminatory effect (15 FEP Cases 1128, *Love v. Waukesha Joint School District #1,* Board of Education, No. 75 C 177, August 16, 1977).

► A teacher who took five months' leave in spring of 1970 pursuant to a school board's mandatory maternity leave policy may not challenge the board's denial of an increment raise in fall of 1970 because she had been absent more than 50 days; despite her contention that because of the denial of increment, she had been one step lower on salary scale than she would have been with 1970 increment, since Title VII of the Civil Rights Act of 1964 does not apply to the school board's pre-1972 acts, and there is no present violation of the Act. The teacher did not allege, nor did the record show, that the incremental raise system discriminated on the basis of sex or that she was in a different position from other persons, men or women, who took unexcused leave of more than 50 days in school term prior to 1972. (17 FEP Cases 859, *Farris v. Board of Education of the City of St. Louis,* Nos. 76-1633 and 76-1649, May 17, 1978.)

► A federal district court's order requiring a school district to restore to a teacher, unlawfully denied contract renewal because of pregnancy, all contract benefits that would have accrued had she been under contract and on maternity leave for the entire school year in question is vacated as to that portion that permitted the exclusion of the teacher from employment for entire school year; the court was directed on remand to consider question of business necessity for such exclusion in light of the U.S. Supreme Court's decision in *Nashville Gas Co. v. Satty* (16 FEP Cases 136) (17 FEP Cases 1684, *Pennington v. Lexington School District 2, et al.,* No. 76-1755, July 3, 1978).

And in other developments . . .

► An HEW regulation that classified pregnancy as a temporary disability and applied to school employees, including teachers, was struck down by the U.S. District Court for Maine. HEW has no authority under Title IX of the Education Amendments of 1972 to regulate employment practices of school districts that receive federal aid. Therefore, the regulation requiring recipients of federal aid to treat pregnancy equally with other temporary disabilities for all job-related purposes, is invalid, the court ruled. *(GERR 761:12, 28).*

► The federal Office of Revenue Sharing ordered Maine to revise its teacher maternity leave policies and repay teachers for wages lost due to discriminatory maternity policies. If that is not done, the state faces losing $14 million in revenue-sharing money. The office ordered the state to: (1) revise maternity leave policies in all necessary school districts so that pregnancy and related disabilities are treated like other illnesses; (2) work with the Maine Human Rights Commission to determine what other school districts have discriminatory policies and to find those teachers who lost wages or seniority as a result of discriminatory policies; (3) establish a fund to repay teachers who have lost money because of maternity discrimination 1974; and (4) submit a list of all school districts involved in discrimination and their revised maternity leave policies. *(GERR 736:23).*

► A high school teacher's unwed, pregnant status does not warrant her removal from the classroom, the New Mexico Supreme Court ruled, directing the Taos Board of Education to reinstate a teacher whose employment contract was terminated in September 1976 for alleged immoral conduct. *(GERR 741:14, New Mexico State Board of Education et al. v. Stoudt; New Mexico Supreme Court, Case No. 11, 656, December 7, 1977).*

► A letter of reprimand to a teacher for requesting sick leave for pregnancy related illness was improper and must be removed from her record, arbitrator Nathan Lipson ruled. The Grievant was entitled to sick leave for 13 work days missed, according to Lipson. The school board pointed out that parties to a labor agreement have the right to exclude pregnancy related claims from sick leave or medical coverage and submitted court cases and arbitration awards supporting that right. But the board also negotiated sick leave language which, Lipson stated, "reasonably construed, includes illness or disability due to pregnancy complications." *(GERR 768:25; Owendale-Gagetown (Mich.) Education Association (AAA Case No. 54-39-1179-77, April 11, 1978).*

► In the Millington (Mich.) Community Schools, teachers are not entitled to sick leave benefits under the contract for absence due to pregnancy, arbitrator Barry Brown ruled. Only through negotiations at the bargaining table may teachers receive such benefits, he stated. *(GERR 768:24, Millington Education Association and Board of Education Millington Community Schools* AAA Case No. 54-39-1468-77, April 8, 1978).

► The refusal of a school board to grant a teacher's request for an extension of her maternity leave for the purpose of breastfeeding her child is illegal sex-based discrimination, according to a Pennsylvania District Court. Interpreting the state's Human Relations Act, the court found that this conclusion is mandated by the "unique" position of the female confronted with childbirth. (*GERR 768:16, Board of School Directors of Fox Chapel Area School District v. Rosetti;* PaCommwCt, No. 191C.D.1977, June 13, 1978.)

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In general, the same legal issues that kept lawyers and representatives of school districts and teacher unions busy in 1976-77 also had them occupied last year.

Residency Requirements

Two years ago the Supreme Court upheld the authority of cities to require public employees to live within city limits *(GERR 650:B-8, McCarthy v. Philadelphia Civil Service Commission).*

Last April, the Connecticut General Assembly sent Governor Grasso a bill prohibiting towns and cities from requiring teachers to live in the communities where they work. The legislature rejected opponents' arguments that the state should not be allowed to overturn local government decisions. Grasso signed the bill (Public Act 203) that took effect October 1, 1978.

And in New York in October 1978, a state trial court overturned a New York City residency law covering 200,000 workers; he said the city lacked authority to pass such a law. A New York City teachers' union threatened court action against a similar requirement passed by the city's school board.

Strikes and the Courts

Significant court decisions involving teacher strikes are listed below:

► A state law granting teachers a limited right to strike interferes with and disrupts the constitutional right of a student to an education, a Pennsylvania trial court ruled. In enjoining a strike by 540 teachers in a school system, the court commented that such a strike "downgrades the profession and helps to promote disorder by young people inside and outside the classroom." (*GERR 747:7, Butler Area School District v. Butler Education Assn.*, Butler County Ct. of Common Pleas, No. 78-002, January 26, 1978).

► Teacher strikes are illegal even though state law does not expressly prohibit them, the Idaho Supreme Court held. In the absence of a state statute, the court said, common law becomes the controlling rule of law (*GERR 724:16, School District No. 351, Oneida County v. Oneida Education Assn.*, Idaho Sup Ct, Nos. 11213, 12154, July 23, 1977).

► A Kansas trial court upheld the firing of 27 teachers who participated in a strike over salary negotiations. The strike resulted in "extreme disruption of the educational process," the court found, and the firings were a balancing of the public interest in the orderly process of public education against the procedural due process rights of the striking teachers (*GERR 769:16, July 24, 1978*).

► A city may sue a teachers union for damages sustained during a teachers strike, a California appeals court held, reversing a lower court ruling. Teacher strikes are illegal in California, the court noted, and the "conduct of an unlawful strike is itself a tort for which damages may be recovered." (*GERR 730:16, Pasadena Unified School District v. Pasadena Federation of Teachers, AFT Local 1050,* Cal.App. 2d [Division Three), No. 49576, August 18, 1977).

► In upholding contempt convictions issued against 14 teachers who were arrested in a strike for a wage reopener, an Ohio appeals court observed that a teacher frequently is "the most powerful influence on a young mind." It added that the more powerful the person who defies the law, the less tolerant the court can be of the defiance *(GERR 768:23, July 17, 1978).*

► The Massachusetts Supreme Judicial Court also upheld fines and contempt citations against a teachers union for its illegal strike in 1975. The court agreed with a lower court that revisions in the state labor law made a labor organization—as a legal entity—subject to contempt of court findings and fines for violation of the strike prohibition (*GERR 744:9, 33, Labor Relations Comm. v. Boston Teachers Union, Local 66, et al.*, Mass. Supreme Judicial Ct, No. 5-730, December 28, 1977).

► A school district may not dock teachers' salaries for the days they were on strike, a Pennsylvania trial court ruled, by a vote of 5-2. Because the contract provided for payment of a given salary, the court majority said, the school district was obligated to pay that salary level despite the strike days (*GERR 773:20, Carmichaels Area School District v. Carmichaels Area Education Assn.*, Pa. Commw. Ct., No. 1087 C.D., May 4, 1978).

School Districts and Equal Employment Opportunity

Whether a school district can make teacher assignments on the basis of race was a major issue in 1977-78:

► The U.S. District Court for Eastern New York ruled that New York City may not be denied $17.5 million in Emergency School Aid Act funds on the grounds that it discriminatorily assigned teachers without first being afforded a "meaningful opportunity" to rebut a prima facie case of discrimination. HEW acted improperly when it failed to consider evidence offered by New York school authorities, and instead relied solely on statistical disparities in teacher assignments in finding a violation of ESAA, the court held *(GERR 739:11).*

► The Boston School Committee violated its contract with the Boston Teachers Union when it discharged a white assistant football coach at South Boston High School in order to replace him with a black coach, arbitrator Tim Bornstein ruled. Although the school committee is under a federal court order to hire black faculty members in a 1:1 proportion to white teacher hires until the school system has 20 percent black teachers, the court order does not require discharge of incumbents, Bornstein said.

► Mexican-American school children who allege that their educational opportunity is adversely affected by a disproportionately low number of Mexican-American teachers and supporting personnel have standing to challenge a school district's allegedly discriminatory hiring practices, the U.S. Court of Appeals at Denver held. *(15 FEP Cases 1804, Otero v. Mesa County School District,* October 31, 1977.)

In a related area, the Supreme Court upheld South Carolina's use of a test to hire and to pay its public school teachers even though the test results in the disqualification of blacks more often than white and in blacks being paid less than whites.

Parochial Schools

In a ruling that will have major impact on teachers at parochial schools, the Supreme Court has agreed to decide whether Catholic schools can be required to bargain with unions without violating the first amendment principle mandating separation of church and state.

In 1977, the U.S. Court of Appeals at Chicago held that the National Labor Relations Board violated the church-and-state separation principle when it asserted jurisdiction over two Catholic high schools in Chicago and five high schools in

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Fort Wayne-South Bend, Indiana. Unions in both districts had been certified by NLRB as the representative of the school's lay faculty.

The NLRB appealed the decision to the Supreme Court, contending that the lower court ruling was a "serious departure" from the principles the Supreme Court "has consistently applied in determining whether the application of government regulatory programs to religious institutions offends the Constitution." The decision would restrict application of the Taft-Hartley Act "in a significant area involving some 10,000 schools and more than 100,000 lay teachers," the Board said. In spite of the actions in Chicago and Indiana, a number of religious schools have acquiesced to coverage under the Act without claiming an abridgment to their religious freedom, NLRB added, and the appellate court's decision "jeopardizes this spirit of cooperative labor relations."

On the issue of aid to parochial schools, the Supreme Court ruled that New York State parochial and private schools are not entitled to the $11 million the state legislature tried to give them in 1972. A 1972 state law authorizing private schools to file claims for the money was unconstitutional, the Supreme Court ruled, because it would either provide direct aid to religion or produce "excessive state involvement in religious affairs." The funds subsequently reverted to the state treasury.

Sunshine Laws

At the National School Boards Association annual convention, board members from Iowa and Florida—states whose laws provide for some degree of open or sunshine bargaining—said they favored bargaining before the public. Board member Richard Leeper of Escambia County (Pensacola), Florida, said economic disaster could have been avoided in many school districts if they had been forced to bargain in the open.

Closed door negotiations give the press a "slanted view" of what happens, but in front of the cameras and the community a board can win the public's support, he stated. "Without open bargaining sessions most people will never know your true stand on issues," which would be detrimental at re-election time, he said. Boards and superintendents have to be "reasonable and fair and frugal" in public negotiations, while union positions "can be mellowed."

Sunshine bargaining "truly exemplifies what the public has been crying for," Leeper declared.

Barbara Timmerman, board member from Iowa City, Iowa, declared that taxpayers have the right to see how their money is spent, and how policy is formulated. The public can be aware of the pressure on management as demonstrated at the table, she declared. In the open, employees have to make more reasonable demands, and all negotiators display "better behavior." To avoid grandstanding, Timmerman recommended that the parties establish rules that one person will serve as chief negotiator—thwarting attempts by employee negotiators to play to the audience and board members to campaign for re-election.

Press coverage may not meet expectations after an open session, but "it is better than prepared releases," she said. And the absence of rumors "may be the biggest plus" for public negotiations *(GERR 755:21)*.

However, having negotiated in Florida under the state's mandatory sunshine bargaining law *(RF51:1811)*, Fred B. Lifton of Robbins, Schwartz, Nicholas & Lifton said, "the best thing I can say about open negotiations is that it may not do any harm."

"Deals are not cut at the table," Lifton asserted, adding: "It is simply totally unrealistic at worst," and provokes "all types of confrontation tactics.

Having negotiated in front of 1,000 people and before TV cameras, while demonstrators were "parading around with signs," Lifton observed of public bargaining: "It tends to bring out all the kooks in town as well as being a cheap date for the weekend."

It's an exercise in guerrilla theater but it's not collective bargaining, Lifton declared.

Sunshine bargaining may provide for public accountability, but "it's not going to make bargaining any better," Lifton continued. While he favors some kind of public accountability, Lifton said it should be limited to occasions when the board needs to take issues to the public for explanation and discussion—if for example, the school district may expect a strike because it is seeking changes in a contract *(GERR 754:18)*.

In an unfair labor practice proceeding, the New Jersey Public Employment Relations Commission ruled that the Brielle Board of Education violated the New Jersey Employer-Employee Relations Act by refusing to bargain with the Brielle Education Association unless the negotiations were conducted in open public session. The commission determined that the board's insistence on public sessions established an illegal condition precedent to negotiations, inconsistent with the board's duty to negotiate in good faith. The commission further concluded that the board's demands do not relate to terms and conditions of employment, are not mandated by the Open Public Meeting Act—popularly known as the "Sunshine Law"—and therefore are not a required subject for collective negotiations (*GERR 724:11, Briell Board of Education and Brielle Education Association;* PERC No. 77-72, Docket No. CO-77-88-92, June 23, 1977).

Agency Fees and Dues Checkoff

There were also several rulings by state and federal courts, arbitrators, and general employment relations boards during 1977-78 on the issue of agency fees and dues checkoff. Among them were the following:

► The Maine Supreme Court ruled that an agency shop clause in a contract between a school district and a teachers association violated the Municipal Public Employees Labor Relations Law. The forced payment of dues or their equivalent under any agency shop clause "is tantamount to coercion . . . or at the very least, toward participation in a labor organization expressly forbidden by statute," the court declared. *(GERR: 740:12, Churchill v. Teachers Association,* Me SupCt, No. 1560, November 18, 1977.)

► An Ohio trial court barred the deduction of nonmembers' fees on behalf of a union in one case, but upheld the basic obligation to pay service fees in another. In the first case, the court found a dues checkoff clause objectionable because it failed to provide for revocation of an employee's checkoff authorization. The other case dealt with contractual agency shop provisions and service fee obligations in the absence of a mandatory dues checkoff. The court noted that such contractual arrangements were valid under the U.S. Supreme Court's decision in *Abood v. Detroit Board of Education (GERR 710:11, 33)*, and that there was no reason for refusing to enforce them. *(GERR 737:12, Nell Whipkey v. Youngstown State University,* Mahoning County Court of Common Pleas, No. 1694, October 14, 1977; Youngstown State University, Ohio Education Association, Mahoning County Court of Common Pleas, No. 564, November 18, 1977.)

As noted earlier in this Special Report, the Federal Elections Commission, in its first major suit to enforce the federal election reform law, last year sued NEA for automatically deducting a $1 annual political contribution from members' paychecks.

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Eighteen state affiliates of NEA have the "reverse checkoff." Under the practice, a contribution to NEA's Political Action Committee automatically is deducted from each member's paycheck along with union dues. Although members can have the money refunded if they do not want to contribute to NEA-PAC, the Elections Commission contended that the practice is illegal because it makes political contributions a condition of employment.

► The Hawaii Public Employment Relations Board certified as "reasonable" an increased service or agency shop fee sought by the Hawaii Government Employees' Association, Local 152, American Federation of State, County, and Municipal Employees. Higher per capital payments required by AFSCME and the Hawaii State Federation of Labor, AFL-CIO, as well as increased costs for services, facilities, and supplies warranted a boost in fees from nonmembers, the Board found. *(GERR 727:15, In re Hawaii Government Employees' Assn., Local 152, AFSCME, AFL-CIO and Theodore B. Jordan, No. SF-02-44, et al., No. 78,* Hawaii Public Employment Relations Board, No. 78, July 28, 1977.)

► An Illinois arbitrator ruled that a school board unlawfully discharged a teacher for refusing to pay agency fees pursuant to a contractual agency shop clause. Because the state law did not provide for union security arrangements in public employment, the arbitrator said, requiring payment from the teacher amounted to an infringement of her constitutional rights. *(GERR 756:19, Board of Education v. LaVine,* Arbitrator James F. Stack, March 14, 1978.)

► Tenured teachers may not be dismissed for refusing to become members of a union or to pay dues to a union, according to a Pennsylvania trial court and the Pennsylvania Secretary of Education. The court held that a contractual maintenance-of-membership provision was inconsistent with the state School Code. In a separate proceeding arising from the same facts, the Secretary of Education observed that to allow "an otherwise competent teacher to be dismissed for nonpayment of . . . dues is unreasonable since it does not have even an indirect relation to the educational purpose of the schools." *(GERR 771:18, PLRB v. Uniontown School District, No. 989 CD 1976,* Pa. Commonwealth Ct., January 4, 1977; *Langley v. Uniontown School District,* No. 746 CD 1976, Pa. Commonwealth Ct., January 4, 1977; *Appeal of Warren Langley v. Uniontown Area School District,* No. 19-77, and *Appeal of Daniel F. Zack v. Uniontown Area School District,* No. 20-77, Pa. Secretary of Education, July 14, 1978.)

► The rules of the District of Columbia Board of Education permit a union to demand payroll deductions for union dues prior to consummation of a collective bargaining agreement, the D.C. Board of Labor Relations held, modifying a hearing examiner's decision. The Board rejected the hearing examiner's determination that dues deduction is an intrinsic item in contract negotiations and concluded that the right to dues checkoff is not contingent on completion of negotiations. *(GERR 742:15, AFSCME Local 2921, Council 20 and D.C. Board of Education,* D.C. Board of Labor Relations, No. 7U005, December 21, 1977.)

► A divided Michigan State Tenure Commission held, by a vote of 3-2, that under the state's tenure law, teachers may not be fired for refusing to pay agency shop fees to exclusive bargaining agents to which they do not belong. The legislature enacted the tenure law specifically to protect rights of tenured teachers, the commission's majority noted, and neither the U.S. Supreme Court's decision in *Abood v. Detroit Board of Education (GERR 710:11, 33),* nor the inclusion of an agency shop clause in the state bargaining law is inconsistent with the tenure law. *(GERR:13, Katherine Jackson v. Swartz Creek Community Schools,* No. 75-12, Michigan Tenure Commission, February 9, 1978.)

Educational Malpractice

Educational malpractice suits have become an area of increasing teacher concern. As one Virginia Education Association official said, "it puts the teacher in an untenable position." We believe in achievement, but if a teacher's evaluation is based on the number of students who pass the test, it's unfair, she said *(GERR 757:22).*

Oregon public school districts have not been faced yet with so-called educational malpractice suits, but teachers are getting ready just in case.

Several lawsuits have been filed in other states by parents charging that local school districts and teachers failed to educate their children. In one San Francisco case, parents claimed their 18-year-old son graduated from high school without being able to read or write.

"As of yet, they have not arrived in Oregon," said Ray Naff, president of the Salem Education Association, which represents 1,300 teachers. "But we're not naive enough to think we'll be exempt from them. It's in the wind. It's coming."

As of January 1978, the Portland Federation of Teachers broadened its liability policy to include claims arising from suits brought against teachers for the "failure to educate." The extended coverage will affect 600 Portland public school teachers.

Education for Handicapped Children

Under a new law, the Education for All Handicapped Children Act, which became effective last October, disabled children must be given a free education and "mainstreamed" with normal children in regular classrooms as often as possible. The law, which may affect up to eight million children, places the bulk of the fiscal burden for its implementation on states and on local school districts. Its mandate is regarded as an impossible one by nearly all sources, however, because of a shortage of funds and teachers, as well as the large number of handicapped children. In Utah, for example, the state ended up classifying 12 percent of the students as "handicapped."

"No doubt many handicapped children belong in regular classes, but many do not," AFT President Shanker said. "Under this law, almost all teachers will have handicapped children in their classes, but few have been trained to work with these children."

"The act has wonderful goals, which we fully support," said an NEA official, "but the money isn't there to do the job and do it right." NEA President John Ryor, meanwhile, said he saw a real potential for "backlash" in the new law, both because of the lack of money and a lack of in-service training for staffs who must deal with the disabled children, but have never had the training for it.

Other provisions in the law call for an individualized education plan for each handicapped child, consultation with parents, the right of parents to appeal the school's decision, and the identification of millions of children with learning disabilities. The problems were so complex for one state—New Mexico—that it chose to forego $1 million in federal aid and to implement its own programs, rather than accept the federal regulations on educating the handicapped.

Licensing and Professional Standards

The issues of licensing, testing, and professional standards —frequently used to veil the more basic question: "are teachers qualified to teach"—surfaced in several states during the past year.

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New York: The Call for Licensing

Teachers unions in New York, along with the Chancellor of New York City's school system, spearheaded a drive for teacher licensing in that state. Although the state requires certification of public school teachers, it is given without testing or screening and is not considered a "license."

Addressing the need for the higher standards and for a professional practices board to determine them, the teachers unions have targetted professional recognition as a major goal. According to NEA, 14 states have already granted licensing status to teachers.

If teaching is made a licensed profession, as are 30 other occupations in New York State, a board of professional practices would set minimum standards for teachers and could examine them periodically. Major opposition to the concept has been from local school boards—who feel they will lose control over teachers—and administrators of private and parochial schools—who feel it will restrict their hiring of teachers.

Supreme Court Upholds Teachers' Test

As noted earlier in this Special Report, South Carolina's use of standardized tests to hire teachers and set salaries was upheld by the Supreme Court last January.

The federal government and the National Education Association argued that the use of the National Teachers' Examination violated the Constitution and Title VII of the 1964 Civil Rights Act because it disqualified 83 percent of black applicants, but only 17.5 percent of white applicants and—as a result—96 percent of the newly-certified candidates permitted to teach in the state were white.

Upholding without opinion the decision of a U.S. district court, the Supreme Court, by a vote of 5-3, upheld the use of the test because it was unable to find any discriminatory intent in its use and because the state had justified its use by showing that it measured a candidate's familiarity with the content of curriculum-related teacher training.

The two dissenting Justices, however, pointed out that only two other states used the test for selecting teachers and no other state used it for setting salaries. They concluded that the test should have been validated against the actual job performance of teachers and that the state's action merely tested knowledge, rather than performance. *(GERR 743:9, NEA v. South Carolina; U.S. v. South Carolina;* Nos. 77-422 and 77-543, January 16, 1978.)

Competency Testing in Florida

Following the Supreme Court ruling upholding the South Carolina tests, state education officials in Florida moved toward requiring state-administered tests on writing and math skills for prospective teachers. The plan, designed to weed out candidates lacking "basic skills," would call for "exit exams" at Florida universities for prospective teachers and similar exams to be taken by out-of-state graduates before certification would be granted.

Teachers unions reportedly are willing to accept the plan, as long as it does not apply to "recertifying" veteran teachers, although they argued that such tests are not a valid assessment of classroom abilities.

Poor Results for Texas Teachers

More than half of the first-year teachers in Dallas failed a test designed to measure the intelligence of persons aged 13 to adult. After a court fight over revealing the statistics, the school district admitted that the test scores for the 535 teachers were "lower than expected" and would have disqualified a majority of them if they had been administered before hiring. The scores recorded by the classroom teachers were substantially lower than those of 20 high school students tested by a city newspaper, and were no better than the scores of 849 applicants given the test when they applied for jobs with the school system *(GERR 770:18).*

ACTIVITIES OF STATE EMPLOYMENT BOARDS

State employment relations boards issued several significant decisions during 1977-78. Among them were the following:

► A teachers union breached its duty to bargain with a school board by rejecting the board's proposal to settle a dispute through fact-finding and by engaging in a strike and strike related activities, the Michigan Employment Relations Commission decided. Although a strike is not in and of itself an unlawful refusal to bargain under the state's public sector collective bargaining law *(RF 51:3111),* MERC emphasized, such conduct away from the bargaining table may indicate that a union is engaging in bad faith bargaining. *(GERR 734:8, Warren Education Assn. and Warren Consolidated Schools Board of Education,* Michigan Employment Relations Commission, No. CU73 I-5, August 31, 1977.)

► In a similar case, MERC decided that a teachers union violated the Public Employment Relations Act by neglecting to exhaust all available impasse resolution services and striking after only one day of mediation. Examining the totality of the union's conduct during collective bargaining negotiations, MERC concluded that the union had repudiated its obligation to bargain in good-faith. *(GERR 757:18, Lamphere Federation of Teachers and Lamphere School District,* Michigan Employment Relations Commission, No. CU73-I-7, February 7, 1978.)

► Short term substitute teachers employed by state school districts on a daily basis "on call as needed" are casual employees and thus should not be included in the appropriate bargaining unit of certificated teachers, the Washington Employment Relations Commission held. However, occupants of positions known as long term substitutes—where it is anticipated or comes to pass that a member of the bargaining unit will be absent from regular assignment and will be replaced for a period of over 20 consecutive work days—become regular part-time employees and as such should be included in the unit, PERC decided. *(GERR 738:10, Everett Education Assn.*

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and Everett School District No. 2, Washington Public Employment Relations Commission, Case No. 262-C-76-09, Decision No. 268-EDUC, September 13, 1977.)

► The Indiana Education Employment Relations Board has no authority to issue a final order for reinstatement of school teachers, the Indiana District Court of Appeals decided. The state teacher bargaining law *(RF 51:2311)* provides that IEERB may issue temporary reinstatement orders, the court held, but teachers who are unfairly dismissed must go to the courts for a permanent remedy. *(GERR 761:11, Board of School Trustees of Worthington-Jefferson Consolidated School Corp. v. IEERB et al.,* Ind. 1st CtApp, No. 1-277 A 308, May 9, 1978.)

► The California Public Employment Relations Board let stand the discharges of three members of a bargaining team representing a teachers union for insubordination and unprofessional conduct in not reporting for duty after negotiations with a school district broke down for the third time. Noting that the union's activities did not constitute protected activity under California's Public Employee Relations Act *(RF 51:1417),* the Board found that it had no authority to modify the penalty imposed or to recommend that the school district modify the penalty. *(GERR 774:16, San Ysidro Federation of Teachers Local 3211, CFT/AFT v. San Ysidro School District,* Calif. PERB, No. LA-CE-212, May 25, 1978.)

STATE LEGISLATIVE ACTIVITY

Of the 29 million jobs created in the past 20 years, state and local government employees accounted for 82 percent of total government employment in 1977, according to BLS. In 1977, more than half of the state and local government work force was in the field of education. Enrollment in public schools at the elementary, secondary, and post-secondary levels increased from 35 to 52 million between 1957 and 1976, increasing employment in education by about 150 percent.

In contrast, the growth of labor relations laws in public employment has not been as rapid. Forty-two states currently have laws or policies covering collective bargaining by public employees. In 33 states, and in the District of Columbia, the right of state and local government employees to organize has been sanctioned by statutes, court decisions, attorney general opinions, or executive orders. Nineteen of these states have laws specifically granting bargaining rights to public school teachers.

Comprehensive labor relations laws in 16 jurisdictions, which generally apply to all categories of public employees, also extend bargaining rights to educational employees. Fifteen states—Arizona, Arkansas, Colorado, Illinois, Louisiana, Mississippi, Missouri, New Mexico, North Carolina, South Carolina, Texas, Utah, Virginia, West Virginia, and Wyoming—have yet to enact labor-management relations legislation that mandates, in one form or another, collective bargaining rights to educational employees.

State labor relations laws enacted by 12 states in the latter part of 1977 and in 1978 address a variety of topics affecting educational employees, including coverages of the laws, grievance procedures and impasse resolutions, dues checkoffs, and petitions for election and recognition. For the most part, trends established during the early part of 1977 were continued.

Four states, however, have enacted measures that are considered "major" statutory changes, since these new laws modify the basic relationship between the public employers and their employees. Legislative actions of these four states produced the following:

► The enactment by Tennessee of the Education Professional Negotiations Act that extends organization, representation, and bargaining rights to public school teachers.

► The approval by Oklahoma of two measures providing secret balloting procedures for teachers in certain municipalities to choose exclusive representative for bargaining with the local school boards.

► The repeal by New York of the state statute defining the probationary status of a public employee found to have violated the no-strike provisions of the Taylor Act.

► The adoption by Wisconsin of a limited right-to-strike amendment to the state's bargaining law for municipal employees and teachers.

In addition, other existing state statutes relating to the categories of employees covered by bargaining agreements, impasse and grievance procedures, residency requirements, salary deductions for membership dues, election petitions, and public employees' access to their personnel files have been refined by California, Connecticut, Iowa, Maryland, Massachusetts, Minnesota, South Dakota, and Vermont.

Tennessee Act

With the enactment of the Education Professional Negotiations Act, Tennessee comes under the umbrella of states with public sector labor relations laws. The new collective bargaining law for public school teachers and administrators provides for representation elections to be conducted by equal numbers of people chosen by the professional organizations and boards of education, for the number of management personnel excluded from coverage of the negotiations law to number from two in the smallest district to eight in the largest, and for strikers to be subject to dismissal or tenure loss for probationary period of three years.

The measure enumerates employer and employee organization unlawful practices which, like illegal strikes, are to be subject to court determinations; gives the "appropriate governing authority" the power of final contract acceptance or rejection; and sets forth impasse procedures of mediation and fact finding/advisory arbitration for which the requesting party pays the cost.

The stated purpose of the act is to prescribe the legitimate rights and obligations of boards of education and their professional employees and set up procedures governing their relationship designed to meet the special requirements of public education. The public school teachers, the new law declares, have an obligation to the public to exert their full effort to achieve the highest possible education standards in

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schools which require maintaining an educational climate and working environment to attract and retain a highly qualified professional staff and stimulate its optimum performance.

The law gives professional employees "the right to self-organization, to form, join, or be assisted by organizations, to negotiate through representatives of their own choosing, and to engage in other concerted activities for the purpose of professional negotiations or other mutual aid or protection; provided professional employees shall also have the right to refrain from any or all such activities."

The new measure makes it unlawful for a board to impose reprisals or discriminate against employees exercising their rights under the act, to interfere with those rights, to refuse to negotiate in good faith, to encourage or discourage organizational membership by discrimination in hiring, granting tenure, or other terms of employment. The law also prohibits an employer from discharging an employee because the employee has filed an affidavit, petition, or complaint or has testified under the act, interfering with an organization's administration, and from refusing to mediate, arbitrate, and/or participate in fact finding.

Under the law, an employee organization or its representative may not try to cause a board to engage in unlawful activity, although it retains the right to prescribe its own operating rules on acquiring and retaining numbers, refuse to negotiate, interfere with employees' statutory rights, refuse to mediate, arbitrate, and/or participate in fact finding, engage in strike, urge, coerce, or encourage others to engage in unlawful acts, or enter onto school grounds to contact employees in a manner that will interfere with normal school operations, except that agreement may be reached in any memorandum of agreement for grievance investigating and processing by the recognized employee organization.

The law lists subjects that are within the scope of negotiations—salaries or wages, grievance procedures, insurance, fringe benefits, working conditions, leave, student discipline procedures, and payroll deductions. Parties may agree to discuss other terms of employment in service, but it is not bad faith "to refuse to negotiate on any other terms and conditions."

Oklahoma Law

Oklahoma's bargaining law for certified public school teachers is amended by two measures to provide secret balloting procedures for teachers in Oklahoma City and Tulsa exclusive representative for bargaining with the local school boards. One measure simply specifies that principals and assistant principals in all school districts with an average daily attendance of 35,000 or more constitute a separate entity for purposes of collective bargaining. Only the Oklahoma City and Tulsa school districts have average daily attendances of 35,000 or more, and each has approximately 180 principals and assistant principals.

The other measure stipulates that a local board of education shall recognize a professional organization that secures authorization signed by a majority of the professional educators designating the organization as their representative for negotiations. Under this law, the organization's members shall be employed by and serve in the district they propose to represent and no other person shall be authorized to represent the professional educators.

The local board, under this new statutes, is to certify the organization that receives a majority vote in the election. Also, an appropriate election ballot shall be printed for the election, containing the names of all organizations seeking to represent the unit and shall provide further an option specifying no representation. The new law, moreover, provides that when none of the choices on the ballot receives a majority of the votes, a runoff election shall be conducted two weeks after the first vote between the two choices receiving the largest number of votes. The new measure contains a penalty clause for the violation of any of its provisions.

New York's Taylor Act

The state statute defining the probationary status of a public employee found to have violated the no-strike provisions of New York's Taylor Act is repealed. This new measure removes a provision of the Taylor Act which had put strikers on one year's probation after they came back to work. The Taylor Act, however, still prohibits strikes by public sector employees and still retains the penalty that deductions shall be made from the pay of a striking public employee of an amount equal to twice his daily rate of pay for each day he was on strike.

Under the previous provisions, the effect of putting employees on probation was two-fold. First, an employee could be fired without reason at any time during the year after the strike. Second, the employee would lose any tenure rights the employee had accumulated for that year. The new measure not only repeals the probation-penalty in future strike situations but also restores tenure status to any public employees in the state who are now under probation because of participation in a strike.

Also approved is a bill allowing public employees to be represented at disciplinary hearings by union representatives. Another bill is signed into a law allowing the payment of an award of money remedy for a public employer's violation of a provision in a collective bargaining agreement prohibiting the assignment of out-of-title work. However, this new legislation does not affect any of the current agreements covering state employees.

Another new law revives and establishes procedures for the New York City Office of Collective Bargaining's jurisdiction over improper practice disputes, corresponding to powers recently given the state's Public Employment Relations Board. This new law also provides that OCB improper practice decisions are subject to expeditious review by PERB.

Wisconsin Amendment

A limited right-to-strike amendment to the Wisconsin's bargaining law for municipal employees and teachers goes into effect for three years. The new law authorizes strikes only in cases where both sides in a contract dispute decline to go to "final offer" binding arbitration and withdraw their final offers on the contract package. This labor relations law, as "sunset" legislation, automatically expires on October 31, 1981.

Major provisions of the law include mediation by the Wisconsin Employment Relations Commission if requested by either of the parties to a labor dispute or on the agency's own initiative; petition by either the public employer or union or both for mediation or arbitration if other settlement procedures fail; allowing the union to strike after giving 10 days' notice, if both parties agree to withdraw their final offers; allowing the employer to seek a court injunction against illegal strike; suspending a union's dues checkoff or fair share agreement for one year if it engages in an illegal strike; mandatory forfeiture of $2 per day per member for a strike after an injunction is issued and forfeiture of between $25 and $500 for participating in a strike after an arbitration award is issued; a reduction in state financial aid to schools because of a strike, with no penalties against the school; and study of the effects of the law by the legislative council, with a final report to the legislature due by February 1, 1981.

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Connecticut and Maryland

Four states—Connecticut, Maryland, Minnesota, and South Dakota—enact measures that clarify categories of public employees covered under their respective bargaining laws. In Connecticut, the municipal employees relations act is amended to prohibit the inclusion of both supervisory and non-supervisory employees in a bargaining unit. The act covers employees of a school board in any town, city, borough, or district.

In Maryland, the law extending organization, representation, and bargaining rights to public school teachers is amended to include in the definition of "public employees" covered certified and noncertified substitute teachers in Montgomery County.

Minnesota and South Dakota

Three amendments to the Minnesota public employment relations act have broadened the definition of "teacher" included in the act, clarified the category of employers covered, and excluded supervisory employees from bargaining units.

Under a new amendment, a "teacher" now includes any person employed by a school district as a physical or an occupational therapist. Another law defines "public employer" under the act to mean the state of Minnesota, the board of regents of the University of Minnesota, and the governing body of a political subdivision or its agency or instrumentality which has final budgetary approval authority, in respect to employees of that subdivision, agency, or instrumentality. This law, however, specifies that nothing shall diminish the authority granted to an appointing authority relating to the selection, direction, discipline, or discharge of an employee insofar as such action is consistent with the general procedures and standards specified in the act.

Another measure bars the participation of units of supervisory or confidential employees in any joint negotiations which involves the participation of units of employees other than supervisory or confidential employees. However, the affiliation of a supervisory or confidential employee with another employee union which has as its members non-supervisory or non-confidential employees is permitted.

In South Dakota, the public employees' union act is amended to include from its coverage several categories of employees, including elected officials and members of any board and university administrator. Elementary and secondary administrators, however, are covered.

California Laws

California enacted three measures that modify the requirements for dues checkoff and recognition of employee organizations. A new statute amends the provisions of the government code, extending organization, representation, and collective bargaining rights to public school employees. Under the existing provisions, only an organization recognized as the exclusive representative of public school employees in an appropriate unit may receive membership dues deducted from salaries of employees in that unit. Also, existing law permits an employee organization to file a petition with the Public Employment Relations Board alleging that the public school employees in a unit no longer desire a particular employee union as their exclusive representative, provided the petition is supported by current dues-deduction authorizations, or other specified evidence. The new statute, to take effect on January 1, 1979, deletes the option of supporting such a petition by current dues-deduction authorizations.

An amendment to the education code specifies that revocable written authorization requested by a school district employee to make salary deductions for organizational dues shall remain in effect until the written authorization is revoked in writing by the employee and shall require prior notice, as specified, with regard to changes in dues. This new amendment also provides that the governing board shall not require the completion of new deduction authorization when dues change has been effected.

The state employer-employee relations act is amended to require the state to grant exclusive recognition to employee organizations designated or selected pursuant to the rules established by the Public Employment Relations Board. The existing law requires the state to grant exclusive recognition to employee organizations formally recognized pursuant to rules established by PERB. At the same time, the definition of "employer" is modified to mean specifically the state governor or his designated representatives.

Other State Actions

Connecticut—The law extending bargaining rights to teachers is amended to provide that if a vote on a contract negotiated between a teachers union and a town's board of education is petitioned for, a majority of at least 15 percent of those persons eligible to vote is required to reject the contract. A new statute is also enacted prohibiting a municipality or a school district from requiring a school teacher to reside within a municipality or a school district as a condition of continued employment.

Iowa—The state Public Employment Relations Act is amended to provide that upon request of either party to a labor dispute, the public employment relations board shall have the power to arrange for final binding arbitration. Notwithstanding the other provisions of PERA, the amendment applies to negotiations on collective bargaining agreements effective for 1978-1979 fiscal year and to those public employers and certified employee organizations who have requested impasse procedures by April 15, 1978. The amendment further specifies that the 1978 change shall not render moot any litigation filed in the state supreme court before March 1, 1978 regarding the availability of impasse services under PERA.

Maryland—In an arbitration of grievances involving teachers employed by the state, a new law specifies that where a grieving employees chooses to have his grievances heard by the state secretary of personnel the secretary shall render his written decision within 45 days after hearing is held or within 45 days after all legal memoranda or briefs have been filed in the grievance hearing.

Massachusetts—The bargaining law for public employees is amended to specify that all notices relating to a representation petition and all elections are to be posted at the request of the state labor relations commission 10 days prior to a hearing in a conspicuous place where the affected employees are employed.

Minnesota—A new law permits an employee covered by the state civil service systems to pursue a redress of his grievance through a grievance procedure established by the state's Public Employment Relations Act. However, when the resolution of a grievance is also within the jurisdiction of appeals boards or appeals procedures created by state laws, the grieving employee shall have the option of pursuing redress through the grievance procedure or the civil appeals procedure. Another measure granting a teacher right of access to his personnel files is enacted. Under this law, all evaluations and files generated within a school district relating to an individual teacher are to be made available to each individual teacher upon his request. A teacher also has the right to reproduce any of the contents of the files at his expense, and to submit for inclusion in the files written information in response to any material

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contained therein. A school district, at the same time, is permitted to destroy or expunge from the files any material found to be false or substantially inaccurate through the grievance procedure required under PERA.

Vermont—An amendment to the state's bargaining law for municipal employees sets up procedures for binding arbitration and resolution of an impasse by a three-member arbitration panel. Under the new amendment, the arbitration panel shall have the power to determine all issues in dispute involving wages, hours, and conditions of employment. The law also permits a municipal employee to participate in a debate or campaign conducted with regard to a referendum relating to proposed adoption of binding arbitration procedures.

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